

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

OCT 1 6 1969

LEASE NO.

GS-02B-22525

B/N 6460

THIS LEASE, made and entered into this date by and between GARMEL ENTERPRISES, INC.

whose address is 2A Hillside Avenue, Williston Park, New York 11596

and whose interest in the property hereinafter described is that of Sublessor

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

Approximately seventy six thousand six hundred forty three (76,643) net usable sq. ft. of space, including three thousand (3,000) sq. ft. of storage space, comprised of the entire second floor and part of the first floor of the building known and designated as 107 Lindbergh Boulevard, Garden City, New York, as shown on the attached floor plans labelled Exhibits "A" and "B", plus three hundred seventy (370) parking spaces in the building's three parking fields (one adjacent to the building and two across the road) and including twenty (20) designated parking spaces located adjacent to the building, and which are to be enclosed by an eight (8) ft. high, nine (9) gauge chain link fence with an electronically operated key card activated gate.

to be used for office and related purposes

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

see rider paragraph 9

3. The Government shall pay the Lessor annual rent of \$ as set forth in paragraph 10 of the rider

Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Garmel Enterprises, Inc.
2A Hillside Avenue
Williston Park, NY 11596

4. The Government may terminate this lease at any time by giving at least during the renewal period 180 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:
One additional five (5) year term at a rental rate of (b) (4) per annum (b) (4) per net usable sq. ft. for the office space, and (b) (4) per net usable sq. ft. for the storage space).

provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

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6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services and utilities as set forth in SFO MNY88-019 except for electricity for lights, office machines, air conditioning, heat pumps, and fan coil units servicing the Government leased space only.

B. Alterations to conform the space with floor plan layouts Exhibits "C" and "D", *to be provided by the Government within thirty (30) days of execution of this lease by both parties, and SFO MNY88-019 with the exception of those items referred to as lump-sum reimburseables.

* and outlet plans "E" and "F"

7. The following are attached and made a part hereof:

- A. Rider, paragraphs 9-21 and 22
- B. Representations and Certifications, GSA form 3518 and attach
- C. SFO MNY88-019 and attachments "A", "B", "C", "D", "E", "F" and "G"
- D. General Clauses, GSA form 3517 and attachments "A" and "B"
- E. Floorplans Exhibits "A" and "B"
- F. Small Business Subcontracting Plan Liquidated Damages Clause
- G. Guaranty of Lease

a. The following changes were made in this lease prior to its execution: The words "during the renewal period" were added after the word "time" in paragraph 4 of this Lease. B) The following paragraphs in SFO MNY88-019 have been deleted and/or revised in part: 44, 46, 57, 58, 18, 29, 33, 82, 85, 93, 98, S-10D, S-14, attachment E of SFO, and Paragraphs 2 and 3 of this Lease.

C) The following paragraphs in SFO MNY88-019 have been deleted in their entirety: 1-17, 20, 22, 28, 36, 73, 90, 91, 95.

*"B-1"

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR GARMEL ENTERPRISES, INC.

(b) (6)

(Signature)

(Address)

UNITED STATES OF AMERICA

(b) (6)

ION

Contracting Officer

(Official title)

STANDARD
FEBRUARY 1988

Government

Office 1988-1272/0106

RIDER TO LEASE NO. GS-02B-22525

9. To have and to hold said premises and their appurtenances for a ten (10) year firm term, subject to termination and renewal rights as may be herein set forth. The term of the lease shall commence upon completion of all alterations by the lessor and acceptance of the space by the Government as satisfactorily completed. Such acceptance will not be unreasonably withheld. The commencement date shall be more particularly set forth in a supplemental lease agreement.

10. The Government shall pay the lessor annual rent of \$1,743,699.75 (\$23.25 per net usable square foot for the office space, and \$10.50 per net usable square foot for the storage space) at the rate of \$145,308.30 per month in arrears. Notwithstanding anything to the contrary in the foregoing, the parties agree that the rent for the first month of this lease shall be \$118,908.30.

11. The lessor shall provide labor and materials and construct the space in conformance with the following within six (6) months of lease execution by both parties:

A. Floor layout plans labeled Exhibits "C" and "D", and outlet plans "E" and "F" to be provided by the Government within thirty (30) days of execution of this lease by both parties.

B. Solicitation For Offers (SFO) MNY88-019 annexed hereto, and made a part hereof, with the exception of lump-sum reimbursable work addressed in paragraph 12 below.

C. Toilet facilities are to be delivered in a "like new" condition meeting the Government handicapped accessibility requirements as set forth in the SFO.

12. The lessor shall provide all labor and materials and construct/install the following items in accordance with the "Special Requirements" section of the lease within six (6) months of lease execution by both parties:

A. Provide a sink and cabinet in the vending area in accordance with paragraph S-13B at a cost to the Government of

(b) (4)

B. Provide special locking hardware in accordance with paragraph S-14 in locations to be determined by the Government. Plans showing the locations and types of hardware will be provided by the Government within 45 days of lease execution by both parties. Unit costs for the hardware are as follows:

*and punch list items to be completed by Lessor

Rider to lease no. GS-02B-22525 continued

- 1) Deadbolt locks-
- 2) Access control locks-
- 3) Standard key and lock knobs.

(b) (4)

C. Provide a Public Address System including 120 speakers in accordance with paragraph S-15 at a cost to the Government of

(b) (4)

D. Provide dedicated outlets in accordance with paragraph S-16 as follows:

- Paragraph S-16 A - one outlet @
- Paragraph S-16 B - one outlet @
- Paragraph S-16 C - one outlet @
- Paragraph S-16 D - one outlet @
- Paragraph S-16 E - five outlets
- Paragraph S-16 F - Fifty outlets

(b) (4)

(b) (4)

Total cost to Government -

The Government will reimburse the lessor for the above alterations in paragraph 12 A, C and D in a one time lump sum payment of (b) (4) after completion of the aforesaid work and acceptance of the space by the Government as satisfactorily completed, and submission of an invoice by the lessor in the agreed upon amount. The amount to be paid by the Government for locking hardware as set forth in paragraph 12 B will be determined from the quantities provided at the unit costs set forth in paragraph 12 B and will be established by a supplemental lease agreement. Said payment will be made upon completion of these installations, acceptance as satisfactorily completed by the Government, and submission of an invoice in the appropriate amount by the Lessor. Said payment may be made together with the aforesaid lump-sum payment.

Upon payment as described, all removable fixtures, partitions, etc., shall become the property of the Government and may be changed, altered, relocated and/or moved from the premises by the Government, and the lessor hereby relinquishes forever all rights, title and interest to any and all such removable fixtures, partitions, etc. furnished and installed in accordance with this lease.

13. UNIT COSTS FOR ADJUSTMENTS - Unit costs for adjustments pursuant to paragraph 18 of the SFO section of this lease are set forth as follows:



Rider to lease No. GS-02B-22525 Continued

- A. Subdividing ceiling high partitioning-
- B. Folding partitioning (in accordance with SFO Paragraph 58 and Special Requirement
- C. Interior office door-
- D. Free standing screens (non-electricified)
- E. Telephone wall outlet-
- F. Telephone floor outlet-
- G. Wall duplex 110 V. electrical outlet-
- H. Wall fourplex. 110 V. electrical outlet-
- I. Floor duplex 110 V. electrical outlet-
- J. Floor fourplex 110 V. electrical outlet-
- K. Dedicated computer circuit-

(b) (4)

14. An adjustment for vacated premises pursuant to paragraph 27 of the SFO section of the lease will be based on (b) (4) per net usable square foot.

15. The percentage of Government occupancy for purposes of tax adjustment pursuant to paragraph 21 of the SFO section of this lease is 93.8%. The parties acknowledge that Lessor may construct a building and parking garage adjacent to the building of which *

16. The HVAC overtime rates for overtime services provided pursuant to Paragraph 81 of the SFO section of this lease shall be: \$30.00 per hour for heat in the heating season and \$53.00 per hour for air conditioning in the cooling season.

17. Notwithstanding the provision of this agreement requiring the Government to give notice to exercise the renewal option contained herein, the lessor shall notify the Contracting Officer, in writing, at least thirty (30), and no more than sixty (60) days prior to the time the option must be exercised. In the event that the lessor fails to notify the Government, as required by this paragraph, the Government shall have the right to exercise the option at any time prior to the expiration date of the lease.

*The leased premises comprises a part ("Demised Building"). Lessor agrees that if the new building is included as part of the same parcel for determining the real estate taxes for the Demised Building, then the percentage of Government occupancy as set forth above will be reduced pro rata.

Rider to lease No. GS-02B-22525

18. Wherever the words "offeror" and "successful offeror" appear in the SFO section of this lease, they shall be deemed to read "lessor".

19. Each employee of the lessor and/or his contractor(s) shall be either:

- A) A citizen of the United States of America, or
- B) A registered alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or
- C) An alien who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

20. The lessor shall provide, as part of the rental consideration, a deli-type with steam-tray food service facility in the building of which the leased premises comprise a part. Said food service facility shall have a minimum seating capacity of fifty (50) persons and shall, at a minimum, be open and operating on Mondays through Fridays from 7:30 A.M. through 4:30 P.M. excepting Federal holidays.

21. This lease is subject to the prime lease between Webcor Electronics, Inc. and the County of Nassau fully executed on August 22, 1983, as assigned to Garmel Enterprises from Webcor, Inc. on February 19, 1988. The following articles are not applicable to the Government:

Articles 2 through 6; Section 7.01; Articles 8 through 10; Article 11 with the exception of Section 11.13; Article 13; Article 14 with the exception of Section 14.02; Section 15.04; Section 15.07; and Section 15.09.

Nothing either therein or herein may be construed as a waiver of the Government's rights as a sovereign.



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22. The lessor agrees that prior to delivering the space to the Government for occupancy, the lessor shall perform the required testing for radon levels in the space as required pursuant to paragraph 5 of the Representations and Certifications section of this lease. In the event that the radon level in the space exceeds acceptable levels, the lessor will take all steps necessary to reduce the radon level below acceptable levels.

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SPECIAL REQUIREMENTS SECTION

S-1) ALL SPECIAL REQUIREMENTS LISTED IN THIS SECTION, WITH TITLES PRECEDED BY "R-I", WILL BE PROVIDED BY THE LESSOR (INCLUDING LABOR, MATERIALS, AND INSTALLATION, UNLESS OTHERWISE STATED), AND THEIR COST INCLUDED IN THE RENTAL CONSIDERATION.

S-2) ALL SPECIAL REQUIREMENTS LISTED IN THIS SECTION, WITH TITLES PRECEDED BY "L-S", WILL BE PROVIDED BY THE LESSOR (INCLUDING LABOR, MATERIALS AND INSTALLATION, UNLESS OTHERWISE STATED), AND PAID FOR BY THE GOVERNMENT ON A ONE-TIME LUMP-SUM REIMBURSABLE BASIS, UPON ACCEPTANCE OF THE COST, COMPLETION OF THE WORK, ACCEPTANCE OF THE SPACE BY THE GOVERNMENT AS SATISFACTORILY COMPLETED, AND THE SUBMISSION OF AN INVOICE BY THE LESSOR IN THE AGREED UPON AMOUNT. THE COST OF THESE ITEMS WILL BE EXCLUDED FROM THE ANNUAL RENTAL COMPUTATIONS.

ROOM SIZES ARE ESTIMATES ONLY AND ARE SUBJECT TO MODIFICATION BASED ON FINAL LAYOUT AFTER RECEIPT OF FLOOR PLANS FROM LESSOR.

I RENT INCLUDED REQUIREMENTS:

S-3) R-I LESSOR ACCESS TO SPACE AND DAYTIME CLEANING

- A. ALL ROUTINE MAINTENANCE AND CLEANING OF THE SPACE IS TO BE PROVIDED AND COMPLETED DURING THE HOURS OF 8 A.M. AND 4:30 P.M. MONDAY THROUGH FRIDAY, EXCEPT FEDERAL HOLIDAYS (LESSOR IS TO ADVISE OF COST DIFFERENTIAL FACTORED INTO THE RENTAL, IF ANY, BETWEEN DAY AND EVENING CLEANING). IF AN OCCASIONAL ALTERATION OR MAINTENANCE FUNCTION IS REQUIRED AT OTHER THAN THE NORMAL WORKING HOURS, ARRANGEMENTS IN ACCORDANCE WITH THE PARAGRAPH BELOW MUST BE MADE AT LEAST 24 HOURS IN ADVANCE.
- B. IF ACCESS TO GOVERNMENT SPACE IS NECESSARY AT OTHER THAN "NORMAL WORKING HOURS" THE TENANT AGENCY MUST BE NOTIFIED BEFOREHAND, IF POSSIBLE, AND/OR ON THE FOLLOWING BUSINESS DAY, IF EMERGENCY ACCESS IS NECESSARY. MASTER KEYS MAY BE MAINTAINED TO ALL AREAS WHICH ARE NOT RESTRICTED. "OFF MASTER" KEYS TO CLASS I SECURED AREAS WHICH MAY BE MAINTAINED BY BUILDINGS MANAGERS (GSA OR COMMERCIAL) MUST BE PROPERLY PROTECTED IN DOUBLE-SEALED ENVELOPES WITH APPROPRIATE CONTAINERS. IF FOR ANY REASON ACCESS MUST BE GAINED AFTER BUSINESS HOURS AND THE GOVERNMENT CANNOT BE NOTIFIED BEFOREHAND, A WRITTEN EXPLANATION MUST BE FURNISHED TO THE APPROPRIATE GOVERNMENT OFFICIAL.

Lessor

Government

SOLICITATION FOR OFFERS MNY88-019

SPECIAL REQUIREMENTS CONT.

S-4) R-I AUTOMATIC DATA PROCESSING/PBX AREA (Computer Room)

A. 500 SQ FT COMPUTER ROOM IS TO BE CONSTRUCTED WITH SLAB TO SLAB WALLS, WITH AN STC RATING OF 47. A RAISED COMPUTER FLOOR, AND ENVIRONMENTALLY CONTROLLED COMPUTER ROOM CONDITIONS ARE REQUIRED (SEE ATTACHMENT "A" FOR ADDITIONAL SITE PREPARATION REQUIREMENTS).

B. THIS ROOM WILL CONTAIN THE FOLLOWING EQUIPMENT, TO BE PROVIDED AND INSTALLED BY THE GOVERNMENT:

EQUIPMENT	QUANTITY
Zilog Computer Processing Unit	1
Computer Terminal	1
Computer Printer	1

C. THIS OFFICE WILL ALSO HAVE A PRIVATE BUSINESS EXCHANGE (PBX) - CUSTOMER OWNED TELEPHONE SYSTEM. THE FOLLOWING EQUIPMENT WILL BE PROVIDED AND INSTALLED IN THE COMPUTER ROOM BY THE GOVERNMENT:

EQUIPMENT	QUANTITY
Switch Network Cabinet	1
Computer Processing Units	3
Uninterruptable Power Service Unit	1
Computer Terminals	2
Computer Printer	1
(Provided by the Government)	

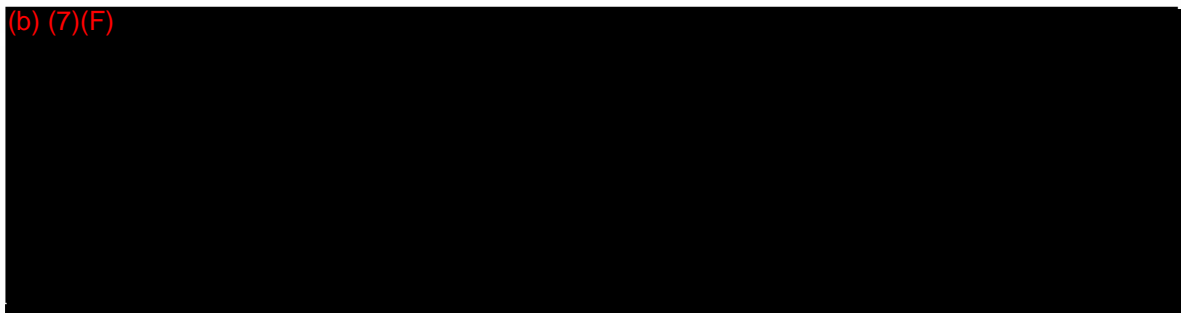
S-5) R-I SPRINKLER SYSTEM

REQUIRED FOR 6TH FLOOR GOVERNMENT OCCUPANCY, OR ABOVE (SEE PARAGAPH 91), OR AS MAY BE REQUIRED BY LOCAL CODES.

S-6) R-I PERIMETER ALARM

PROVIDE, INSTALL AND MAINTAIN THE FOLLOWING BASIC PERIMETER ALARM SYSTEM THROUGHOUT THE ENTIRE SITE:

A. (b) (7)(F)



Lessor


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SOLICITATION FOR OFFERS MNY88-019
SPECIAL REQUIREMENTS (CONTINUED)

SPECIFICATIONS FOR THE PERIMETER ALARM SYSTEM (CONT.)

B. (b) (7)(F)



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SFO MNY88-019
SPECIAL REQUIREMENTS (CONT.)

S-7 (R-I) TRAINING AREA

A. THIS AREA WILL CONSIST OF THE FOLLOWING:

- CLASSROOM SPACE - FOUR CLASSROOMS WITH 4 ACOUSTICALLY TREATED ELECTRICALLY OPERATED FOLDING PARTITIONS (STC-45) WHICH WHEN OPENED WILL PROVIDE ONE LARGE CLASSROOM OF APPROXIMATELY 4,000 SQ. FT.. A SEPARATE TEMPERATURE CONTROL IS REQUIRED FOR EACH CLASSROOM.
- INSTRUCTOR PREPARATION ROOM - 4 @ 200 SQ. FT. EACH TOTALING 800 SQ. FT.
- TRAINING EQUIPMENT ROOM - 250 SQ. FT.
- AUTOMATED TRAINING SYSTEM AREA - (ATS) 1,800 SQ. FT. WITH A SEPARATE TEMPERATURE CONTROL.

B. THE ATS AREA, WHICH WILL BE USED FOR COMPUTER BASED TRAINING, WILL REQUIRE COMPUTER ROOM RAISED FLOORING (SEE ATTACHMENT "F"). THE GOVERNMENT WILL PROVIDE AND INSTALL A COMPUTER PROCESSING UNIT, 6 COMPUTER TERMINALS AND A PRINTER.

C. THE ENTIRE TRAINING AREA MUST BE ACOUSTICALLY TREATED AND CONTAIN ENVIRONMENTALLY CONTROLLED CONDITIONS. THE REQUIREMENTS FOR THIS SPACE WILL INCLUDE THE FOLLOWING:

1. ENTIRE TRAINING AREA IS TO BE ENCLOSED WITH CEILING HIGH PARTITIONING (INCLUDING PERIMETER AND SUBDIVIDING WALLS) WITH APPROPRIATE SOUND-CONDITIONING TO PROVIDE AN STC RATING OF 50.
2. CEILING TILES SHALL HAVE A NOISE REDUCTION COEFFICIENT (NRC) RATING OF .80 OR GREATER, A FLAME SPREAD OF 25 OR LESS, AND A SMOKE DEVELOPMENT OF 50 OR LESS (ASTM - E - 84).
3. VENTILATION REQUIREMENTS - SHALL BE AT 15 CFM OF OUTSIDE AIR PER PERSON BASED ON MAXIMUM POSSIBLE OCCUPANCY.
4. AIR CIRCULATION AND AIR DISTRIBUTION - AIR SHOULD BE SUPPLIED AT A MINIMUM RATE OF SIX (6) AIR CHANGES PER HOUR. AIR DISTRIBUTION MUST BE FREE OF DRAFTS AND/OR INTERMITTENT CURRENTS OF AIR OR AIR MOVEMENT AT VARYING VELOCITIES WHICH MAY RESULT IN DISCOMFORT.
5. SOUND CONTROL - DESIGN OF HEATING, VENTILATING AND AIR CONDITIONING SYSTEM SHOULD INCLUDE SOUND CONTROL IN ORDER TO PREVENT EQUIPMENT NOISE IN THE OCCUPIED SPACE.

Lessor

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SOLICITATION FOR OFFERS MNY88-019
SPECIAL REQUIREMENTS (CONT.)

S-8) R-I CARPET TILES

CARPET TILES ARE REQUIRED THROUGHOUT THE ENTIRE OFFICE SPACE, UNLESS OTHERWISE SPECIFIED, IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS (SEE "FLOOR COVERING CHART" IN GENERAL INFORMATION SECTION):

SPECIFICATIONS:

SIZE OF TILES	18" X 18" SQUARES*
METHOD OF CONSTRUCTION	BONDED
SURFACE TEXTURE	CUT PILE
PILE FIBER	ANTRON XL NYLON
PILE WEIGHT	28 OZ/YD2
PILE HEIGHT	250 IN AVG
TURF BIND	150 OZ.
FLAMABILITY	RADIANT PANEL (ASTM-648) .45
STATIC PROPENSITY	(AAT134) 3.0KV

* FOR FLOORS WITH UNDERFLOOR DUCT SYSTEM. 24" X 24" TILES OVER RAISED FLOORING.

S-9) R-I SLAB-TO-SLAB PARTITIONING

IF THE GOVERNMENT SHARES THE SAME FLOOR WITH ANOTHER TENANT, THEN THE WALL(S) SEPARATING TENANTS SHALL EXTEND FROM THE FLOOR SLAB TO THE CEILING SLAB, AND SHALL HAVE A RATING OF STC-45.

S-10) R-I PHYSICAL FITNESS CENTER

A PHYSICAL FITNESS CENTER OF APPROXIMATELY 2,500 SQ FT OF SPACE TO ACCOMMODATE UP TO 50 PEOPLE WILL BE CONSTRUCTED WITH ADEQUATE FLOOR LOADING TO SUPPORT THE EXERCISE EQUIPMENT SHOWN ON THE ATTACHED TYPICAL FLOOR PLAN, ATTACHMENT "B". THE LESSOR IS TO PROVIDE THE FOLLOWING:

A. SEPARATE HVAC ZONING WITH TEMPERATURE CONTROLS.

B. TOILETS, SHOWERS AND WOODEN BENCHES, PER ATTACHMENT "B" AND THE FINAL LAYOUT PLAN TO BE PROVIDED BY THE GOVERNMENT. ONE TOILET, SINK, AND ASSOCIATED FIXTURES, ARE TO BE INSTALLED IN EACH THE MEN'S AND WOMEN'S TOILET AREAS IN ACCORDANCE WITH REST ROOM HANDICAP ACCESSIBILITY REQUIREMENTS STATED ELSEWHERE IN THIS SFO. ONE SHOWER IS TO BE PROVIDED IN EACH THE MEN'S AND WOMEN'S SHOWER AREAS WHICH WILL MEET ANSI A117.1-1 REQUIREMENT 4.21 OR 4.32 (SEE ATTACHMENT "E").

Lessor

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SFO MNY88-019
SPECIAL REQUIREMENTS CONT.

(FITNESS CENTER CONT.)

C. RUBBER FLOOR TILE IS TO BE INSTALLED IN THE AEROBICS AND EXERCISE AREAS (BRAND NAME "PRO-LOCK 2" BY PAULING INC., OR EQUIVALENT. THIS TILE CAN BE PROVIDED UNDER GSA SCHEDULE; TOLL FREE NUMBER FOR INFORMATION IS 1-800-942-2424); AND CERAMIC FLOOR TILE IN THE SHOWER/TOILET AND LOCKER AREAS.

D. WALLS WILL BE PAINTED WITH SEMI-GLOSS OR HIGH GLOSS PAINT.

THE GOVERNMENT WILL PROVIDE AND INSTALL ALL EXERCISE EQUIPMENT AND LOCKERS.

~~NOTE: IF THE BUILDING IN WHICH THE SPACE IS OFFERED ALREADY HAS A FITNESS CENTER FOR THE EXCLUSIVE USE OF BUILDING TENANTS, THE CONTRACTING OFFICER MAY THEN, AT HIS DISCRETION, WAIVE THE AFOREMENTIONED INSTALLATION REQUIREMENT. IN THE EVENT THAT ANY FEES ARE ASSOCIATED WITH GOVERNMENT USAGE OF AN EXISTING FACILITY, THIS WILL BE TAKEN INTO ACCOUNT.~~

11) R-I MAIL/STOCK ROOM

THIS 3,000 SQ FT AREA WILL BE USED FOR THE BULK STORAGE OF LARGE QUANTITIES OF FORMS. THE FLOOR IS TO HAVE VINYL TILE COVERING, AND THE WALLS ARE TO BE PAINTED. THE AREA NEED NOT HAVE A DROP ACCOUSTIC TILE CEILING, BUT THE HVAC IS TO BE OF OFFICE LEVEL, AND THE LIGHTING, 50 CANDLE FOOT.

S-12) R-I (MEDICAL) HEALTH UNIT

A. THIS 750 SQ FT UNIT WILL CONTAIN A UNISEX TOILET OF APPROX. 48 SQ FT. THE UNISEX TOILET WILL BE PROVIDED WITH THE FOLLWING:

- CERAMIC TILE FLOORS AND CERAMIC TILES ON HALF OF THE WALL SPACE (THE BALANCE OF THE WALL SPACE WILL BE PAINTED USING SEMI-GLOSS OR HIGH GLOSS PAINT).

- ONE COMMODE, SINK, AND ASSOCIATED BATHROOM FIXTURES (NO URINAL) DESIGNED FOR HANDICAPPED PERSONS (SEE REST ROOM HANDICAP ACCESSIBILIY REQUIREMENTS ELSEWHERE IN THIS SOLICITATION).

B. THE EXAMINATION ROOM WILL CONTAIN A METAL SINK, WITH HOT AND COLD RUNNING WATER, SET IN A METAL COUNTER AND CABINET.

C. THE WALLS IN THE HEALTH UNIT WILL BE PAINTED.

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SOLICITATION FOR OFFERS MNY88-019
SPECCIAL REQUIREMENTS SECTION CONT.

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S-13) R-I AND L-S VENDING AREA

A. R-I A VENDING AREA OF APPROXIMATELY 1,000 SQ FT, INCLUDING A SEATING AREA, IS TO BE PROVIDED (THE GOVERNMENT WILL PROVIDE THE TABLES AND CHAIRS). THE WALLS WILL BE COVERED WITH VINYL WALL COVERING, AND THE FLOORS WITH VINYL FLOOR TILES.

B. L-S THE AREA IS TO CONTAIN A KITCHEN TYPE SINK, WITH HOT AND COLD RUNNING WATER, IN A KITCHEN TYPE CABINET WITH A FORMICA COUNTER TOP.

C. THE AREA MAY CONTAIN VENDING MACHINES, OR EQUIPMENT FOR A SNACK BAR, TO BE PROVIDED AND INSTALLED BY THE GOVERNMENT. FURTHER REQUIREMENTS MAY BE PROVIDED BY THE GOVERNMENT AT A LATER DATE, AND WILL BE PAID FOR BY THE GOVERNMENT ON A LUMP SUM BASIS. THE GOVERNMENT RESERVES THE RIGHT TO INSTALL VENDING MACHINES, AS IT MAY SEE FIT, ELSEWHERE IN THE LEASED PREMISES.

I LUMP-SUM REIMBURSABLES:

S-14) L-S SPECIAL LOCKS

ALL DOORS (OTHER THAN EMERGENCY DOORS WHICH SHALL BE PROVIDED WITH GOVERNMENT APPROVED PANIC HARDWARE), LEADING TO AND FROM THE SPACE OCCUPIED BY THE GOVERNMENT SHALL BE PROVIDED WITH "OFF-MASTER" DEAD-BOLT LOCKS THAT ARE KEY ACTIVATED WITH A 5 OR MORE PIN TUMBLER. HINGES MUST BE EITHER CONCEALED OR UNREMOVABLE. ALL DOORS, LOCKS AND COMPONENTS SHALL BE APPROVED BY THE GOVERNMENT PRIOR TO INSTALLATION. THE LOCATION AND POSITION OF THE ABOVE DEVICES WILL BE DETAILED ON THE FINISHED FLOOR PLANS TO BE PROVIDED TO THE SUCCESSFUL OFFEROR. ~~THE COST DIFFERENTIAL BETWEEN THE REQUESTED LOCKS AND HARDWARE, AND THE PARTICULAR BUILDING STANDARD LOCKS AND HARDWARE, ONLY, IS REIMBURSABLE.~~ THE FOLLOWING SUGGESTED HARDWARE (OR EQUIVALENTS) TO BE USED ARE:
~~EMERGENCY EXIT ONLY PANIC BAR~~

~~STANDARD PANIC BAR~~
DEAD BOLT LOCKS:

ACCESS CONTROL LOCK:

STANDARD KEY AND LOCK KNOBS:

~~DEXTER EOL 23 ON WITH DEADBOLT~~
~~EM-DKAY 8010~~
MEDECO D-11 = US-3 WITH KEY THUMB TURN
SIMPLEX/UNICAN 1000 MODEL 1000-1/UJS26D
SARGENT SR 6 G05 - KEYED ON MASTER

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SFO MNY88-019
SPECIAL REQUIREMENTS CONT.

S-15) L-S PUBLIC ADDRESS SYSTEM

PROVIDE ALL NECESSARY LABOR, MATERIALS AND EQUIPMENT TO INSTALL A PUBLIC ADDRESS SYSTEM TO COVER THE ENTIRE OFFICE SPACE (INCLUDING ALL RESTROOMS AND ENCLOSED AREAS).

THIS INSTALLATION MUST INCLUDE THE FOLLOWING:

- A. INSTALLATION OF SUFFICIENT, DROP CEILING MOUNTED SPEAKERS TO COVER ENTIRE OFFICE.
- B. INSTALLATION OF NECESSARY WIRING. ALL WIRING IS TO BE CONCEALED IN EITHER CEILING OR WALL SPACE.
- C. INSTALLATION OF NECESSARY AMPLIFIERS.
- D. INSTALLATION OF PUBLIC ADDRESS SYSTEM CONTROL CONSOLE AND MICROPHONE IN THE OFFICE OF THE DISTRICT DIRECTOR'S REPRESENTATIVE. (EXACT LOCATION WILL BE ANNOTATED ON THE FLOOR LAYOUT PLAN).
- E. INSTALLATION OF ANY OTHER EQUIPMENT (TO BE SPECIFIED BY VENDOR) TO ASSURE PROPER OPERATION OF SYSTEM.

S-16) L-S DEDICATED OUTLETS

- A. ONE DEDICATED 208 V- 2 POLE, 20 AMP WITH COMMON GROUND TERMINAL INTO A NEMA L14-20R (HUBBELL 1G24010) ISOLATING GROUNDING RECEPTACLE INSTALLED IN A METAL OUTLET BOX.
- B. ONE 120 VAC, 3 WIDE CIRCUIT A/C DEDICATED OUTLET WITH HUBBELL IG-5362 RECEPTACLE.
- C. ONE DEDICATED QUADRAPLEX ELECTRIC OUTLET 115V 20 AMP.
- D. ONE 110 -120 V, 20 AMP WITH LEVITAN 5801 RECEPTACLES OR EQUIVALENT.
- E. FIVE 120 V, 20 AMP DEDICATED QUADRAPLEX.
- F. APROXIMATELY 50, 120 V 20 AMP DEDICATED LINES.

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GENERAL INFORMATION SECTIONG-1) FLOOR COVERING CHARTROOM SIZES (APPROX. SQ.FT.)

ROOMS	RAISED FLOORING (CARPET)	RAISED FLOORING	RESILIENT FLOORING	SPECIAL RESILIENT FLOORING
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ADP-PBX		500 (HIGH PRESSURE LAMINATE)**		
OLD	500*			
ICR	500*			
ATS	1800*			
FSU	1200*			
MED UNIT			750 (EXCEPT TOILET 48)	
MAIL STOCK RM.			3000	
VENDING AREA			1000	
PHYSICAL FITNESS CTR.				500 (RUBBER)
PRIV. OFF & CONF. RMS.				
TOTALS	4,000	500	4,750	500

THE REMAINING SPACE WILL BE CARPETED (CARPET TILES) INCLUDING THE TRAINING AREA.

* REQUIRED IN CONFORMANCE WITH ATTACHMENT "F". IF RAISED FLOORS ARE INSTALLED THROUGHOUT OFFICE AREAS, IN CONFORMANCE WITH ATTACHMENT "F", IN LIEU OF UNDERFLOOR DUCTING, THEN THESE ROOMS HAVE NO ADDITIONAL FLOORING REQUIREMENT.

** TO CONFORM WITH ATTACHMENT "F", TYPE "B".

Lessor

Government

GENERAL INFORMATION SECTION CONT.

G-2) WALL COVERING ~

A. PAINT: ALL OPEN OFFICE AREAS; THE 3,000 SQ FT BULK STORAGE ROOM; THE FITNESS CENTER; THE MEDICAL HEALTH UNIT; THE 500 SQ FT PBX COMPUTER ROOM (see attachment "A" PARA.2)

B. CERAMIC TILE: IN SHOWER AND TOILET AREAS AS INDICATED ELSEWHERE IN THIS SFO.

C. VINYL WALL COVERING AS FOLLOWS:

NUMBER	TYPE OF ROOM	APPROX. SQ. FT. EA.(FLOOR AREA)
1	VENDING AREA	1,000 -
80	PRIVATE OFFICES/ CONF. ROOMS	12,000 34-38
1	CID ROOM	500 out
1	NCR ROOM	300
1	FSU ROOM	1,400 out
1	TRAINING AREA	6,850 (SEE "SPEC. REQ. SEC.", PARA. S-7 FOR ROOM SIZES)
		<u>22,050</u>

G-3). BUILDING MUST BE PROVIDED WITH A TWISTED PAIR CABLE TO ALL TELEPHONE OUTLETS. THE IRS SPECIFICATION OF TWISTED PAIR CABLE TO BE USED IS AS FOLLOWS:

TELEPHONE SYSTEM

1. SIZE - 2 PAIR, 24 AWG
2. CONDUCTORS - BARE, SOFT COPPER
3. INSULATION - POLYVINYLE CHLORIDE
4. JACKET - POLYVINYL CHLORIDE OR TEFLON AS REQUIRED

Lessor

G.....

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GENERAL INFORMATION SECTION

G-4) HEALTH UNIT - THIS AREA WILL CONSIST OF THE FOLLOWING:

- A. Office space for a full-time nurse.
- B. Private office for the regional health officer who periodically visits the health unit.
- C. A toilet facility consisting of a commode and sink.
(see special requirements).
- D. Treatment room (see special requirements section).

The entire health unit will be enclosed within ceiling-high walls and the total space will be approximately 750 square feet.

E. The government will reserve the right to provide their own on-site guard service and to maintain access control to the building through the use of IRS provided Magnetometer and X-Ray Equipment. This equipment will be used to check packages, attache cases, etc., to screen public entering the building.

JWS

SOLICITATION FOR OFFERS

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SECTION
AWARD FACTORS

MEETS SFO REQUIREMENTS).

SEE LISTING OF AWARD FACTOR ON ATTACHMENT #2.

~~THE USE OF RENEWABLE ENERGY IN THE OFFERED BUILDING, FOR EXAMPLE, SOLAR, WIND, GEOTHERMAL, BIOMASS, AND HYDROPOWER SOURCES.~~

SEVERAL PARAGRAPHS IN THIS SFO SPECIFY MEANS FOR DETERMINING QUANTITIES OF MATERIALS. THESE ARE GOVERNMENT PROJECTIONS TO ASSIST THE OFFEROR IN COST ESTIMATING. ACTUAL QUANTITIES MAY NOT BE DETERMINED UNTIL AFTER THE LEASE IS AWARDED AND THE SPACE LAYOUT COMPLETED. TO ENABLE AN EQUITABLE SETTLEMENT IF THE GOVERNMENT LAYOUT DEPARTS FROM THE PROJECTION, THE OFFEROR MUST LIST A UNIT COST FOR EACH OF THESE MATERIALS. GSA WILL USE EACH UNIT COST TO MAKE A LUMP SUM PAYMENT OR RENTAL INCREASE IF THE AMOUNT OF MATERIAL REQUIRED BY THE LAYOUT IS MORE THAN SPECIFIED OR TAKE CREDIT FROM THE INITIAL RENTAL PAYMENT IF THE AMOUNT IS LESS THAN SPECIFIED. ~~OFFERORS ARE REQUIRED TO STATE IN THE OFFER OR IN AN ATTACHMENT:~~

- ~~* THE COST PER LINEAR FOOT OF OFFICE SUBDIVIDING GRILING HIGH PARTITIONING.~~
- * THE COST PER FLOOR MOUNTED DUPLEX ELECTRICAL OUTLET.
- * THE COST PER WALL MOUNTED DUPLEX ELECTRICAL OUTLET.
- * THE COST PER FLOOR MOUNTED FOURPLEX (DOUBLE DUPLEX) ELECTRICAL OUTLET.
- * THE COST PER WALL MOUNTED FOURPLEX (DOUBLE DUPLEX) ELECTRICAL OUTLET.
- * THE COST PER DEDICATED CLEAN ELECTRICAL COMPUTER RECEPTACLE.
- * THE COST PER FLOOR MOUNTED TELEPHONE OUTLET.
- * THE COST PER WALL MOUNTED TELEPHONE OUTLET.
- * THE COST PER INTERIOR DOOR.
- * THE COST PER LINEAR FT. OF C/H PARTITIONS AND ACOUSTICAL SCREENS.
- * THE COST PER FLOOR AND WALL MOUNTED TELEPHONE OUTLETS.
- * THE COST PER DEDICATED OUTLETS - 120V, 20 AMP.
- ~~* ANY OTHER UNIT PRICE REQUESTED BY THE CONTRACTING OFFICER.~~

(A) THE UNIT PRICES WHICH THE OFFEROR IS REQUIRED TO LIST WILL BE USED, UPON ACCEPTANCE BY GSA, DURING THE FIRST YEAR OF THE LEASE TO PRICE ALTERATIONS COSTING \$25,000 OR LESS. THESE PRICES MAY BE INDEXED OR RENEGOTIATED TO APPLY TO SUBSEQUENT YEARS OF THE LEASE UPON MUTUAL AGREEMENT OF THE LESSOR AND GOVERNMENT.

(B) WHERE UNIT PRICES FOR ALTERATIONS ARE NOT AVAILABLE, THE LESSOR MAY BE REQUESTED TO PROVIDE A PRICE PROPOSAL FOR THE ALTERATIONS. ORDERS WILL BE PLACED BY ISSUANCE OF A GSA FORM 276, SUPPLEMENTAL LEASE

INITIALS:

LESSOR

GOVERNMENT

SECTION:
MISCELLANEOUS

18 UNIT COSTS FOR
ADJUSTMENTS

19 ALTERATIONS COSTING
\$25,000 OR LESS

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SECTION
MISCELLANEOUS

AGREEMENT, A GSA FORM 300, ORDER FOR SUPPLIES OR SERVICES, OR A TENANT AGENCY APPROVED FORM. THE CLAUSES ENTITLED "GSAR 552.232-70 (A) (APRIL 1984) PAYMENT DUE DATE" AND "GSAR 552.232-72 (DECEMBER 1984), INVOICE REQUIREMENTS" (SEE GSA FORM 3517), APPLY TO ORDERS FOR ALTERATIONS. ALL ORDERS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS LEASE.

(C) ORDERS MAY BE PLACED BY THE CONTRACTING OFFICER, THE GSA BUILDINGS MANAGER OR TENANT AGENCY OFFICIALS WHEN SPECIFICALLY AUTHORIZED TO DO SO BY THE CONTRACTING OFFICER. THE CONTRACTING OFFICER WILL PROVIDE THE LESSOR WITH A LIST OF AGENCY OFFICIALS AUTHORIZED TO PLACE ORDERS AND WILL SPECIFY ANY LIMITATIONS ON THE AUTHORITY DELEGATED TO TENANT AGENCY OFFICIALS. THE TENANT AGENCY OFFICIALS ARE NOT AUTHORIZED TO DEAL WITH THE LESSOR ON ANY OTHER MATTERS.

(D) PAYMENTS FOR ALTERATIONS ORDERED BY TENANT AGENCIES WILL BE MADE DIRECTLY BY THE AGENCY PLACING THE ORDER.

THIS SOLICITATION MAY SPECIFY CERTAIN ITEMS FOR WHICH ALTERNATE PROPOSALS ARE REQUIRED. FOR EVALUATION AND NEGOTIATION, THE OFFER SHALL STATE:

- * ITEMIZED COSTS FOR LUMP SUM PAYMENT NOT TO BE INCLUDED IN THE RENTAL RATE, AND
- * A RENTAL RATE WHICH INCLUDES THE COSTS OF THESE ITEMS.

THE OFFEROR MUST PROVIDE COSTS FOR BOTH METHODS OF EVALUATION ON THE LEASE PROPOSAL FORM IN ORDER TO BE CONSIDERED FOR AWARD. GSA MAY ELECT THE OPTION IT DEEMS MOST FAVORABLE.

(A) THE GOVERNMENT SHALL PAY ADDITIONAL RENT FOR ITS SHARE OF INCREASES IN REAL ESTATE TAXES OVER TAXES PAID FOR THE CALENDAR YEAR IN WHICH ITS LEASE COMMENCES (BASE YEAR). PAYMENT WILL BE IN A LUMP SUM AND BECOME DUE ON THE FIRST WORKDAY OF THE MONTH FOLLOWING THE MONTH IN WHICH PAID TAX RECEIPTS FOR THE BASE YEAR AND THE CURRENT YEAR ARE PRESENTED, OR THE ANNIVERSARY DATE OF THE LEASE, WHICHEVER IS LATER. THE GOVERNMENT WILL BE RESPONSIBLE FOR PAYMENT ONLY IF THE RECEIPTS ARE SUBMITTED WITHIN 60 CALENDAR DAYS OF THE DATE THE TAX PAYMENT IS DUE. IF NO FULL TAX ASSESSMENT IS MADE DURING THE CALENDAR YEAR IN WHICH THE GOVERNMENT LEASE COMMENCES, THE BASE YEAR WILL BE THE FIRST YEAR OF A FULL ASSESSMENT.

(B) THE GOVERNMENT'S SHARE OF THE TAX INCREASE WILL BE BASED ON THE RATIO OF THE SQUARE FEET OCCUPIED BY THE GOVERNMENT TO THE TOTAL RENTABLE SQUARE FEET IN THE BUILDING. IF THE GOVERNMENT'S LEASE TERMINATES BEFORE THE END OF A CALENDAR YEAR, PAYMENT WILL BE BASED ON THE PERCENTAGE OF THE YEAR IN WHICH THE GOVERNMENT OCCUPIED SPACE. THE PAYMENT WILL NOT INCLUDE PENALTIES FOR NON-PAYMENT OR DELAY IN PAYMENT. IF THERE IS ANY VARIANCE BETWEEN THE ASSESSED VALUE OF THE GOVERNMENT'S SPACE AND OTHER SPACE IN THE BUILDING, THE GOVERNMENT MAY ADJUST THE BASIS FOR DETERMINING ITS SHARE OF THE TAX INCREASE.

(C) THE GOVERNMENT MAY CONTEST THE TAX ASSESSMENT BY INITIATING LEGAL PROCEEDINGS ON BEHALF OF THE GOVERNMENT AND THE LESSOR OR THE GOVERNMENT ALONE. IF THE GOVERNMENT IS PRECLUDED FROM TAKING LEGAL ACTION, THE LESSOR SHALL CONTEST THE ASSESSMENT UPON REASONABLE NOTICE BY THE GOVERNMENT. THE GOVERNMENT SHALL REIMBURSE THE LESSOR FOR ALL COSTS AND SHALL EXECUTE ALL DOCUMENTS REQUIRED FOR THE LEGAL PROCEEDINGS. THE LESSOR SHALL AGREE WITH THE ACCURACY OF THE DOCUMENTS. THE GOVERNMENT SHALL RECEIVE ITS SHARE OF ANY TAX REFUND. IF THE GOVERNMENT ELECTS TO CONTEST THE TAX ASSESSMENT, PAYMENT OF THE ADJUSTED RENT SHALL BECOME DUE ON THE FIRST WORKDAY OF THE MONTH FOLLOWING CONCLUSION OF THE APPEAL PROCEEDINGS.

(D) IN THE EVENT OF ANY DECREASES IN REAL ESTATE TAXES OCCURRING DURING THE TERM OF OCCUPANCY UNDER THE LEASE, THE RENTAL AMOUNT WILL BE REDUCED ACCORDINGLY. THE AMOUNT OF ANY SUCH REDUCTIONS WILL BE DETERMINED IN THE SAME MANNER AS INCREASES IN RENT PROVIDED UNDER THIS CLAUSE.

INITIALS:

LESSOR

GOVERNMENT

21 TAX ADJUSTMENT GSAR
552.270-24 (JUNE 1985)

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SECTION

MISCELLANEOUS

(A) BEGINNING WITH THE SECOND YEAR OF THE LEASE AND EACH YEAR AFTER, THE GOVERNMENT SHALL PAY ADJUSTED RENT FOR CHANGES IN COSTS FOR CLEANING SERVICES, SUPPLIES, MATERIALS, MAINTENANCE, TRASH REMOVAL, LANDSCAPING, WATER, SEWER CHARGES, HEATING, ELECTRICITY, AND CERTAIN ADMINISTRATIVE EXPENSES ATTRIBUTABLE TO OCCUPANCY. APPLICABLE COSTS LISTED ON GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT, WHEN NEGOTIATED AND AGREED UPON, WILL BE USED TO DETERMINE THE BASE RATE FOR OPERATING COSTS ADJUSTMENT.

(B) THE AMOUNT OF ADJUSTMENT WILL BE DETERMINED BY MULTIPLYING THE BASE RATE BY THE PERCENT OF CHANGE IN THE COST OF LIVING INDEX. THE PERCENT CHANGE WILL BE COMPUTED BY COMPARING THE INDEX FIGURE PUBLISHED FOR THE MONTH PRIOR TO THE LEASE COMMENCEMENT DATE WITH THE INDEX FIGURE PUBLISHED FOR THE MONTH WHICH BEGINS EACH SUCCESSIVE 12-MONTH PERIOD. FOR EXAMPLE, A LEASE WHICH COMMENCES IN JUNE OF 1985 WOULD USE THE INDEX PUBLISHED FOR MAY OF 1985 AND THAT FIGURE WOULD BE COMPARED WITH THE INDEX PUBLISHED FOR MAY OF 1986, MAY OF 1987, AND SO ON, TO DETERMINE THE PERCENT CHANGE. THE COST OF LIVING INDEX WILL BE MEASURED BY THE U.S. DEPARTMENT OF LABOR REVISED CONSUMER PRICE INDEX FOR WAGE EARNERS AND CLERICAL WORKERS, U.S. CITY AVERAGE, ALL ITEMS FIGURE, (1967 = 100) PUBLISHED BY THE BUREAU OF LABOR STATISTICS. PAYMENT WILL BE MADE WITH THE MONTHLY INSTALLMENT OF FIXED RENT. RENTAL ADJUSTMENTS WILL BE EFFECTIVE ON THE ANNIVERSARY DATE OF THE LEASE. PAYMENT OF THE ADJUSTED RENTAL RATE WILL BECOME DUE ON THE FIRST WORKDAY OF THE SECOND MONTH FOLLOWING THE PUBLICATION OF THE COST OF LIVING INDEX FOR THE MONTH PRIOR TO THE LEASE COMMENCEMENT DATE.

(C) IF THE GOVERNMENT EXERCISES AN OPTION TO EXTEND THE LEASE TERM AT THE SAME RATE AS THAT OF THE ORIGINAL TERM, THE OPTION PRICE WILL BE BASED ON THE ADJUSTMENT DURING THE ORIGINAL TERM. ANNUAL ADJUSTMENTS WILL CONTINUE.

(D) IN THE EVENT OF ANY DECREASES IN THE COST OF LIVING INDEX OCCURRING DURING THE TERM OF THE OCCUPANCY UNDER THE LEASE, THE RENTAL AMOUNT WILL BE REDUCED ACCORDINGLY. THE AMOUNT OF SUCH REDUCTIONS WILL BE DETERMINED IN THE SAME MANNER AS INCREASES IN RENT PROVIDED UNDER THIS CLAUSE.

(E) THE OFFER MUST CLEARLY STATE WHETHER THE RENTAL IS FIRM THROUGHOUT THE TERM OF THE LEASE OR IF IT IS SUBJECT TO ANNUAL ADJUSTMENT OF OPERATING COSTS AS INDICATED ABOVE. IF OPERATING COSTS WILL BE SUBJECT TO ADJUSTMENT, IT SHOULD BE SPECIFIED ON BLOCK 19 OF GSA FORM 1364, PROPOSAL TO LEASE SPACE, CONTAINED ELSEWHERE IN THIS SOLICITATION.

NET USABLE SPACE IS THE METHOD OF MEASUREMENT FOR THE AREA FOR WHICH GSA WILL PAY A SQUARE FOOT RATE. IT IS DETERMINED AS FOLLOWS:

IF THE SPACE IS ON A SINGLE TENANCY FLOOR, COMPUTE THE INSIDE GROSS AREA BY MEASURING BETWEEN THE INSIDE FINISH OF THE PERMANENT EXTERIOR BUILDING WALLS FROM THE FACE OF THE CONVECTORS (PIPES OR OTHER WALL-HUNG FIXTURES) IF THE CONVECTOR OCCUPIES AT LEAST 50 PERCENT OF THE LENGTH OF EXTERIOR WALLS.

IF THE SPACE IS ON A MULTIPLE TENANCY FLOOR, MEASURE FROM THE EXTERIOR BUILDING WALLS AS ABOVE AND TO THE ROOM SIDE FINISH OF THE FIXED CORRIDOR AND SHAFT WALLS AND/OR THE CENTER OF TENANT-SEPARATING PARTITIONS.

IN ALL MEASUREMENTS, MAKE NO DEDUCTIONS FOR COLUMNS AND PROJECTIONS ENCLOSING THE STRUCTURAL ELEMENTS OF THE BUILDING AND DEDUCT THE FOLLOWING FROM THE GROSS AREA INCLUDING THEIR ENCLOSING WALLS:

TOILETS AND LOUNGES,
STAIRWELLS,
ELEVATORS AND ESCALATOR SHAFTS,
BUILDING EQUIPMENT AND SERVICE AREAS,
ENTRANCE AND ELEVATOR LOBBIES,
STACKS AND SHAFTS, AND
CORRIDORS IN PLACE OR REQUIRED BY LOCAL CODES AND ORDINANCES.

UNLESS OTHERWISE NOTED, ALL REFERENCES IN THIS SOLICITATION TO SQUARE FEET SHALL MEAN NET USABLE SQUARE FEET.

INITIALS:

LESSOR

GOVERNMENT

22 OPERATING COSTS GSA
552.276-23 (JUNE 1983)

23 NET USABLE SPACE

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SECTION
MISCELLANEOUS

THE RIGHT TO USE APPURTENANT AREAS AND FACILITIES IS INCLUDED.

IN CASE OF FAILURE ON THE PART OF THE LESSOR TO COMPLETE THE WORK WITHIN THE TIME FIXED IN THE LEASE CONTRACT OR LETTER OF AWARD, THE LESSOR SHALL PAY THE GOVERNMENT AS FIXED AND AGREED LIQUIDATED DAMAGES, PURSUANT TO THIS CLAUSE, THE SUM OF \$3,130.00 FOR EACH AND EVERY CALENDAR DAY THAT THE DELIVERY IS DELAYED BEYOND THE DATE SPECIFIED FOR DELIVERY OF ALL THE SPACE READY FOR OCCUPANCY BY THE GOVERNMENT.

APPROXIMATELY 1000 SQUARE FEET OF THE SPACE IN PARAGRAPH NO. 1 WILL BE USED FOR THE OPERATION OF A VENDING FACILITY(IES) BY THE BLIND UNDER THE PROVISIONS OF THE RANDOLPH-SHEPPARD ACT (20 USC 107 ET. SEC.). GSA WILL CONTROL THE NUMBER, KIND, AND LOCATIONS OF VENDING FACILITIES AND WILL CONTROL AND RECEIVE INCOME FROM ALL AUTOMATIC VENDING MACHINES. THE LESSOR IS REQUIRED TO PROVIDE NECESSARY UTILITIES AND TO MAKE RELATED ALTERATIONS. THE COST OF THE IMPROVEMENTS WILL BE NEGOTIATED AND PAYMENT WILL BE MADE BY THE GOVERNMENT EITHER ON A LUMP-SUM BASIS OR A RENTAL INCREASE. (See para. 8-13 "Special Requirements" section)

GSA WILL ASSURE THAT THE FACILITY(IES) DOES NOT COMPETE WITH OTHER FACILITIES HAVING EXCLUSIVE RIGHTS IN THE BUILDING. OFFERORS MUST ADVISE GSA IF SUCH RIGHTS EXIST.

IF THE GOVERNMENT FAILS TO OCCUPY ANY PORTION OF THE LEASED PREMISES OR VACATES THE PREMISES IN WHOLE OR IN PART PRIOR TO EXPIRATION OF THE FIRM TERM OF THE LEASE, THE RENTAL RATE SHALL BE REDUCED AS FOLLOWS:

As set forth in Paragraph 14 of the rider, THE GOVERNMENT SHALL BE RESPONSIBLE FOR THE COSTS PER SQUARE FOOT OF THE SPACE NOT OCCUPIED BY THE GOVERNMENT. SAID REDUCTION SHALL OCCUR AFTER THE GOVERNMENT GIVES 30 DAYS PRIOR NOTICE TO THE LESSOR, AND SHALL CONTINUE IN EFFECT UNTIL THE GOVERNMENT OCCUPIES THE PREMISES OR THE LEASE EXPIRES OR IS TERMINATED.

IF AN IMPROVED SITE IS OFFERED AND NEW CONSTRUCTION WILL RESULT IN THE DISPLACEMENT OF INDIVIDUALS OR BUSINESSES, THE SUCCESSFUL OFFEROR SHALL BE RESPONSIBLE FOR PAYMENT OF RELOCATION COSTS FOR DISPLACED PERSONS IN ACCORDANCE WITH THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (PL 91-646), AND THE FEDERAL PROPERTY MANAGEMENT REGULATIONS SUBPARTS 101-6.1 AND 101-18.3, (41 CFR SUBPART 101-6.1 AND 41 CFR SUBPART 101-18.3, RESPECTIVELY).

~~(2) AT THE TIME OF SUBMISSION OF OFFERS, OFFERORS SHALL SUBMIT TO THE CONTRACTING OFFICER:~~

(1) SATISFACTORY EVIDENCE OF AT LEAST A CONDITIONAL COMMITMENT OF FUNDS IN AN AMOUNT NECESSARY TO PREPARE THE SPACE. SUCH COMMITMENTS MUST BE SIGNED BY AN AUTHORIZED BANK OFFICER AND AT A MINIMUM MUST STATE: AMOUNT OF LOAN, TERM IN YEARS, ANNUAL PERCENTAGE RATE, LENGTH OF LOAN COMMITMENT.

(2) THE NAME OF THE PROPOSED CONSTRUCTION CONTRACTOR, AS WELL AS EVIDENCE OF HIS EXPERIENCE, COMPETENCY, AND PERFORMANCE CAPABILITIES WITH CONSTRUCTION SIMILAR IN SCOPE TO THAT WHICH IS REQUIRED HEREIN.

(3) THE LICENSE OR CERTIFICATION OF THE INDIVIDUAL(S) AND/OR FIRM(S), PROVIDING ARCHITECTURAL AND ENGINEERING DESIGN SERVICES, TO PRACTICE IN THE STATE WHERE THE FACILITY IS LOCATED.

(4) COMPLIANCE WITH LOCAL ZONING LAWS OR EVIDENCE OF VARIANCES, IF ANY, APPROVED BY THE PROPER LOCAL AUTHORITY.

~~(5) EVIDENCE OF OWNERSHIP OR CONTROL OF SITE.~~

AFTER AWARD:

INITIALS:

LESSOR

GOVERNMENT

24 APPURTENANT AREAS

25 LIQUIDATED DAMAGES GSAR 552.270-22 (JUNE 1985)

26 VENDING FACILITIES

27 ADJUSTMENT FOR VACANT PREMISES GSAR 552.270-25

~~28 RELOCATION ASSISTANCE ACT~~

29 EVIDENCE OF CAPABILITY TO PERFORM

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MISCELLANEOUS

WITHIN 10 DAYS AFTER AWARD, THE SUCCESSFUL OFFEROR/LESSOR SHALL PROVIDE TO THE CONTRACTING OFFICER EVIDENCE OF:

- (1) A FIRM COMMITMENT OF FUNDS IN AN AMOUNT SUFFICIENT TO PERFORM THE WORK.
- (2) AWARD OF A CONSTRUCTION CONTRACT WITH A FIRM COMPLETION DATE.
- (3) ISSUANCE OF A BUILDING PERMIT COVERING CONSTRUCTION OF THE IMPROVEMENTS.

WITHIN 20 DAYS AFTER AWARD OF THE LEASE CONTRACT, THE SUCCESSFUL OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER A TENTATIVE CONSTRUCTION SCHEDULE GIVING THE DATES ON WHICH THE VARIOUS PHASES OF CONSTRUCTION WILL BE COMPLETED TO COINCIDE WITH THE GOVERNMENT'S REQUIRED OCCUPANCY DATE (SEE PARAGRAPH ENTITLED "OCCUPANCY DATE"). THE FINALIZED SCHEDULE IS TO BE SUBMITTED NO LATER THAN 30 DAYS AFTER AWARD.

THE SCHEDULE IS TO INCLUDE TIMING FOR COMPLETION OF DESIGN AND CONSTRUCTION MILESTONES, INCLUDING BUT NOT LIMITED TO, (1) SUBMITTAL OF PRELIMINARY PLANS AND SPECIFICATIONS, (2) SUBMITTAL OF OTHER WORKING DRAWINGS, (3) ISSUANCE OF A BUILDING PERMIT, (4) COMPLETED CONSTRUCTION DOCUMENTS, (5) START OF CONSTRUCTION, (6) COMPLETION OF PRINCIPAL CATEGORIES OF WORK, (7) PHASED COMPLETION, AND AVAILABILITY FOR OCCUPANCY OF EACH PORTION OF THE GOVERNMENT SPACE (BY FLOOR, BLOCK, OR OTHER APPROPRIATE CATEGORY), AND (8) FINAL CONSTRUCTION COMPLETION.

AFTER START OF CONSTRUCTION, THE SUCCESSFUL OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER, WRITTEN PROGRESS REPORTS AT INTERVALS OF 21 DAYS. THE REPORT SHALL INCLUDE INFORMATION AS TO PERCENTAGE OF THE WORK COMPLETED BY PHASE AND TRADE, A STATEMENT AS TO EXPECTED COMPLETION AND OCCUPANCY DATE, CHANGES INTRODUCED INTO THE WORK, AND GENERAL REMARKS ON SUCH ITEMS AS MATERIAL SHORTAGES, STRIKES, WEATHER, ETC.

(A) CONSTRUCTION INSPECTIONS WILL BE MADE PERIODICALLY BY THE CONTRACTING OFFICER AND/OR DESIGNATED TECHNICAL REPRESENTATIVES TO REVIEW COMPLIANCE WITH THE SOLICITATION REQUIREMENTS AND THE FINAL WORKING DRAWINGS.

(B) PERIODIC REVIEWS, TESTS, AND INSPECTIONS BY THE GOVERNMENT ARE NOT TO BE INTERPRETED AS RESULTING IN ANY APPROVAL OF THE LESSOR'S APPARENT PROGRESS TOWARD MEETING THE GOVERNMENT'S OBJECTIVES BUT ARE INTENDED TO DISCOVER ANY INFORMATION WHICH THE CONTRACTING OFFICER MAY BE ABLE TO CALL TO THE LESSOR'S ATTENTION TO PREVENT COSTLY MISDIRECTION OF EFFORT. THE LESSOR WILL REMAIN COMPLETELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE BUILDING IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THIS SOLICITATION.

THE SPACE shall BE LOCATED IN A NEW OR MODERN OFFICE BUILDING WITH FACADE OF STONE, MARBLE, BRICK, STAINLESS STEEL, ALUMINUM OR OTHER PERMANENT MATERIALS IN GOOD CONDITION ACCEPTABLE TO THE CONTRACTING OFFICER. THE BUILDING SHOULD BE COMPATIBLE WITH ITS SURROUNDINGS. OVERALL THE BUILDING SHOULD PROJECT A PROFESSIONAL AND AESTHETICALLY PLEASING APPEARANCE INCLUDING AN ATTRACTIVE FRONT AND ENTRANCE WAY. THE BUILDING SHOULD HAVE ENERGY EFFICIENT WINDOWS OR GLASS AREAS CONSISTENT WITH THE STRUCTURAL INTEGRITY OF THE BUILDING, UNLESS NOT APPROPRIATE FOR INTENDED USE. THE FACADE, DOWNSPOUTS, ROOF TRIM AND WINDOW CASING ARE TO BE CLEAN AND IN GOOD CONDITION IF NOT IN A NEW OR MODERN OFFICE BUILDING, THE SPACE shall BE IN A BUILDING THAT ~~WILL COMPLETE BY OCCUPANCY, FIRST CLASS RESTORATION OR ADAPTIVE REUSE FOR OFFICE SPACE WITH MODERN CONVENIENCES.~~ IF THE RESTORATION WORK IS UNDERWAY ~~THEN ARCHITECTURAL PLANS ACCEPTABLE TO THE CONTRACTING OFFICER MUST BE SUBMITTED.~~

INITIALS:

LESSOR

GOVERNMENT

30 CONSTRUCTION SCHEDULE

31 PROGRESS REPORTS

32 CONSTRUCTION INSPECTIONS

SECTION:
GENERAL ARCHITECTURAL

33 QUALITY & APPEARANCE OF
BUILDING EXTERIOR

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SECTION
GENERAL ARCHITECTURAL

ALL WORK IN PERFORMANCE OF THIS LEASE MUST BE DONE BY SKILLED WORKERS OR MECHANICS AND BE ACCEPTABLE TO THE CONTRACTING OFFICER.

WHENEVER REQUESTED, THE LESSOR SHALL FURNISH AT NO COST TO GSA A CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER(S) THAT THE BUILDING AND ITS SYSTEMS AS DESIGNED AND CONSTRUCTED WILL SATISFY THE REQUIREMENTS OF THIS LEASE.

WITHIN 15 DAYS AFTER OCCUPANCY, ONE-EIGHTH INCH AS-BUILT REPRODUCIBLE FULL FLOOR PLANS SHOWING THE SPACE UNDER LEASE AS WELL AS CORRIDORS, STAIRWAYS, AND CORE AREAS MUST BE PROVIDED TO THE CONTRACTING OFFICER.

ALL ADJOINING FLOOR AREAS MUST BE OF A COMMON LEVEL, NON-SLIP, AND ACCEPTABLE TO THE CONTRACTING OFFICER. UNDERFLOOR SURFACES MUST BE SMOOTH AND LEVEL. OFFICE AREAS SHALL HAVE A MINIMUM LIVE LOAD CAPACITY OF 50 POUNDS PER SQUARE FOOT LIVE LOAD PLUS 20 POUNDS PER SQUARE FOOT FOR MOVEABLE PARTITIONS. STORAGE AREAS SHALL HAVE A MINIMUM LIVE LOAD CAPACITY OF 100 POUNDS PER SQUARE FOOT INCLUDING MOVEABLE PARTITIONS. WRITTEN CERTIFICATION OF THE FLOOR LOAD CAPACITY, AT NO COST TO THE GOVERNMENT, BY A REGISTERED PROFESSIONAL ENGINEER MAY BE REQUIRED. CALCULATIONS AND STRUCTURAL DRAWINGS MAY ALSO BE REQUIRED.

ALL EXITS, STAIRS, CORRIDORS, AISLES, AND PASSAGEWAYS THAT MAY BE USED BY THE GOVERNMENT SHALL COMPLY WITH NFPA STANDARD NO. 101, EXCEPT THAT THERE MUST BE AT LEAST 2 SEPARATE EXITS AVAILABLE FROM EVERY FLOOR. THE MINIMUM WIDTH OF ANY CORRIDOR OR PASSAGEWAY SERVING AS A REQUIRED EXIT OR MEANS OF TRAVEL TO OR FROM A REQUIRED EXIT MUST BE NOT LESS THAN 44 INCHES CLEAR WIDTH. SCISSOR STAIRS ONLY COUNT AS ONE EXIT. THE TWO MOST REMOTE EXITS ON EACH FLOOR MUST BE SEPARATED BY A DISTANCE EQUAL TO AT LEAST $\frac{2}{3}$ THE LONG RECTANGULAR DIMENSION OF THE FLOOR, AND THE MAXIMUM LENGTH OF DEAD-END CORRIDORS AND COMMON PATHS OF TRAVEL IS 50 FEET. VESTIBULES SHALL BE PROVIDED AT PUBLIC ENTRANCES AND EXITS WHEREVER WEATHER CONDITIONS AND HEAT LOSS ARE IMPORTANT FACTORS FOR CONSIDERATION. IN THE EVENT OF NEGATIVE AIR PRESSURE CONDITIONS, PROVISIONS SHALL BE MADE FOR EQUALIZING AIR PRESSURE.

OFFICE SPACE MUST HAVE WINDOWS IN EACH EXTERIOR BAY UNLESS WAIVED BY THE CONTRACTING OFFICER.

ALL WINDOWS SHALL BE WEATHERTIGHT. OPENING WINDOWS MUST BE EQUIPPED WITH LOCKS. WINDOWS EXTENDING 18 INCHES FOR THE FLOOR AND LOCATED AT LEAST 4 FEET ABOVE GRADE SHALL BE PROVIDED WITH A SAFETY BAR ON THE INTERIOR WINDOW APPROXIMATELY 3 FEET ABOVE FLOOR LEVEL.

OFF-STREET, GROUND-LEVEL WINDOWS AND THOSE ACCESSIBLE FROM FIRE-ESCAPES AND ADJACENT ROOFS MUST HAVE EXTERIOR GRILLES OR ANTI-INTRUSION ALARM SYSTEMS TO DETER FORCIBLE ENTRY.

PARKING:

IF PARKING IS PROVIDED, THEN AT LEAST ONE OR UP TO FOUR PERCENT OF THOSE PARKING SPACES CLOSEST TO THE BUILDING SHOULD BE DESIGNATED FOR USE BY THE PHYSICALLY HANDICAPPED. THESE SPACES SHALL BE AT LEAST EIGHT FEET WIDE WITH A FIVE-FOOT-WIDE ACCESS AISLE TO WALKS AND RAMPS. TWO SPACES MAY SHARE A COMMON AISLE. THESE SPACES SHOULD BE DESIGNED

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LESSOR GOVERNMENT

34 WORK PERFORMANCE

35 BUILDING SYSTEMS
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SO THE DISABLED ARE NOT COMPELLED TO WHEEL OR WALK BEHIND PARKED CARS. IF NECESSARY, CURB CUTS OR RAMPS SHALL BE PROVIDED.

WALKS:

AT LEAST ONE ACCESSIBLE ROUTE HAVING NO STEPS OR ABRUPT CHANGES IN LEVEL SHALL BE PROVIDED FROM THE ACCESSIBLE PARKING SPACE(S), PUBLIC SIDEWALK(S) AND TRANSPORTATION STOP(S), IF PROVIDED, INTO EACH ACCESSIBLE PRIMARY BUILDING ENTRANCE. PUBLIC WALKS IN THESE ACCESS PATHS SHOULD BE AT LEAST 36 INCHES WIDE WITH A SLOPE NO GREATER THAN ONE FOOT RISE IN 20 FEET. IF AN ACCESSIBLE WALK IS LESS THAN 60 INCHES IN WIDTH THEN IT SHALL HAVE LEVEL PASSING ZONES, SPACED AT NO MORE THAN 200 FEET APART, MEASURING A MINIMUM OF 60 INCHES BY 60 INCHES. IT SHALL BE STABLE, FIRM AND SLIP RESISTANT. CHANGES IN LEVEL UP TO 1/4 INCH MAY BE VERTICAL AND WITHOUT EDGE TREATMENT. LEVEL CHANGES BETWEEN 1/4 INCH AND LESS THAN 1/2 INCH SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2. CHANGES EXCEEDING 1/2 INCH SHALL BE TREATED AS A RAMP. WHENEVER POSSIBLE, GRATINGS SHOULD NOT BE LOCATED WITHIN OR ALONG WALKS. WALKS SHALL HAVE A LEVEL PLATFORM AT THE TOP IN ACCORDANCE WITH "DOORS: MANEUVERING CLEARANCE".

RAMPS:

WHERE RAMPS ARE NECESSARY OR DESIRED, THEY SHALL BE OF A NON-SLIP SURFACE, WITH A SLOPE NO GREATER THAN ONE FOOT RISE IN 12 FEET. THEY MUST HAVE A MINIMUM CLEAR WIDTH OF 3 FEET WITH LEVEL LANDINGS AT THE TOP AND BOTTOM OF EACH RAMP RUN. EACH LANDING SHALL BE AS WIDE AS THE WIDEST RAMP RUN LEADING INTO IT. LANDINGS ON A STRAIGHT RUN RAMP SHALL BE 5 FEET MINIMUM. INTERMEDIATE LANDINGS FOR TURNING RAMPS SHALL BE A MINIMUM OF 5 FEET BY 5 FEET. CONTINUOUS HANDRAILS SHALL BE PROVIDED ON BOTH SIDES OF ALL RAMPS WITH A VERTICAL RISE GREATER THAN 6 INCHES. RAMPS WITH VERTICAL DROP-OFFS GREATER THAN 6 INCHES SHALL HAVE CURBS, WALLS, RAILINGS OR PROJECTING SURFACES.

ENTRANCES:

AT LEAST ONE MAIN ENTRANCE SHALL BE ACCESSIBLE. IT SHALL BE CONNECTED BY AN ACCESSIBLE WALK TO HANDICAPPED PARKING, PUBLIC STREET(S), ACCESSIBLE ELEVATOR(S), AND OTHER ACCESSIBLE ELEMENTS AND SPACES THROUGHOUT THE BUILDING. IF POWER-OPERATED ENTRANCE DOORS ARE PROVIDED, THEY SHALL COMPLY WITH ANSI 156.10 (1979). WHERE VESTIBULES ARE PROVIDED, DOORS IN A SERIES, IN A STRAIGHT LINE, SHALL SWING IN THE SAME DIRECTION AND BE AT A DISTANCE OF 48 INCHES PLUS THE WIDTH OF ANY DOOR SWINGING INTO THE SPACE.

STAIRS:

IF FLOORS ARE SERVICED BY AN ACCESSIBLE ELEVATOR, STAIRS CONNECTING THESE FLOORS NEED NOT MEET THE ACCESSIBILITY REQUIREMENTS IN "STAIRS" AND "HANDRAILS".

ALL STEPS ON A SINGLE FLIGHT OF STAIRS SHALL HAVE UNIFORM RISER HEIGHTS AND UNIFORM TREAD WIDTHS. OPEN RISER STAIRS ARE NOT PERMITTED.

STAIR TREADS SHALL NOT HAVE ABRUPT NOSING. THE RADIUS OF CURVATURE AT THE LEADING EDGE OF THE TREAD SHALL BE NO GREATER THAN 1/2 INCH. THE MAXIMUM NOSING PROJECTION SHALL BE NO GREATER THAN 1-1/2 INCH.

HANDRAILS:

STAIRS SHALL HAVE CONTINUOUS HANDRAILS ON BOTH SIDES THAT EXTEND A MINIMUM OF 12 INCHES ON ONE SIDE BEYOND THE TOP RISER AND 12 INCHES PLUS THE WIDTH OF ONE TREAD ON ONE SIDE BEYOND THE BOTTOM RISER. AT THE TOP, THE 12 INCH EXTENSION SHALL BE PARALLEL WITH THE FLOOR. AT THE BOTTOM, THE HANDRAIL SHALL CONTINUE TO SLOPE FOR A DISTANCE OF ONE FLOOR TREAD WIDTH FROM THE BOTTOM RISER WITH THE 12 INCH REMAINDER BEING HORIZONTAL AND PARALLEL WITH THE FLOOR. CARE SHOULD BE USED SO

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THE EXTENSION ITSELF DOES NOT PRESENT A HAZARD.

WHERE TOPOGRAPHICAL CONDITIONS PERMIT, THE SITE SHALL BE LANDSCAPED WITH TREES AND SHRUBBERY. THE CONTRACTING OFFICER SHALL APPROVE THE LANDSCAPING TO BE PROVIDED.

43 LANDSCAPING

SECTION:
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44 LAYOUT AND FINISHES

ALL REQUIRED FINISH SELECTION SAMPLES MUST BE PROVIDED WITHIN 10 DAYS OF THE REQUEST FOR SUCH BY THE CONTRACTING OFFICER. GSA SHALL DELIVER LAYOUT DRAWINGS AND NECESSARY FINISH SELECTIONS TO THE LESSOR WITHIN 10 DAYS AFTER AWARD OR AFTER RECEIPT OF PLANS AND SAMPLES, WHICHEVER IS LATER.

CEILINGS MUST BE AT LEAST 8'0" AND NO MORE THAN 11'0" CLEAR FROM FLOOR TO THE LOWEST OBSTRUCTION. WITH THE EXCEPTION OF SERVICE AREAS, THEY MUST HAVE ACOUSTICAL TREATMENT ACCEPTABLE TO THE CONTRACTING OFFICER, A FLAMESPREAD OF 25 OR LESS, AND A SMOKE DEVELOPED RATING OF 50 OR LESS (ASTM E-84). PROTRUSIONS OF FIXTURES INTO TRAFFIC WAYS SHALL BE AVOIDED.

45 CEILINGS AND
INTERIOR FINISHES.

IN BUILDINGS PROTECTED THROUGHOUT BY A SPRINKLER SYSTEM MEETING THE GOVERNMENT'S APPROVAL, CEILINGS AND INTERIOR FINISHES IN AREAS NOT PART OF THE NORMAL EXIT MAY HAVE FLAMESPREAD AND SMOKE DEVELOPMENT LIMITS OF 200, IN LIEU OF 25 FOR THE FLAMESPREAD AND 50 FOR SMOKE DEVELOPMENT (ASTM E-84).

IN SPRINKLER PROTECTED EXITS OR ENCLOSED CORRIDORS LEADING TO EXITS, CEILING AND INTERIOR FINISHES MAY BE COMPOSED OF MATERIALS HAVING A FLAMESPREAD RATING OF 75 OR LESS AND A SMOKE DEVELOPMENT RATING OF 100 OR LESS IN LIEU OF 25 FOR FLAMESPREAD AND 50 FOR SMOKE DEVELOPMENT (ASTM E-84).

CEILINGS MUST BE A FLAT PLANE IN EACH ROOM AND SUSPENDED WITH FLUORESCENT RECESSED FIXTURES AND FINISHED AS FOLLOWS UNLESS AN ALTERNATE FINISH IS APPROVED BY THE CONTRACTING OFFICER:

- * RESTROOMS: WATER RESISTANT ACOUSTICAL TILE
- * OFFICES AND CONFERENCE ROOMS: MINERAL AND ACOUSTICAL TILE OR LAY IN PANELS WITH TEXTURED OR PATTERNED SURFACE AND CONCEALED GRID, REGULAR EDGES OR EQUIVALENT QUALITY TO BE APPROVED BY THE CONTRACTING OFFICER.
- * CORRIDORS AND EATING/CALLEY AREAS: PLASTER OR POINTED AND TAPED GYPSUM BOARD OR MINERAL ACOUSTICAL TILE.

(SEE CLAUSE TITLED "ACOUSTICAL REQUIREMENTS" FOR ADDITIONAL SPECIFICATIONS)

PHYSICAL REQUIREMENTS:

ALL WALL FINISHES MUST HAVE A FLAMESPREAD OF 25 OR LESS, AND A SMOKE DEVELOPED RATING OF 50 OR LESS. HOWEVER, WHEN THE BUILDING IS PROTECTED THROUGHOUT BY A SPRINKLER SYSTEM MEETING THE GOVERNMENT'S APPROVAL, WALL FINISHES IN ALL AREAS, EXCEPT THOSE AREAS WHICH ARE PART OF THE NORMAL EXITS, MAY HAVE A FLAMESPREAD AND SMOKE DEVELOPMENT LIMITS OF 200 (ASTM E-84).

PRIOR TO OCCUPANCY PARTITIONED OFFICES ~~AND OPEN OFFICE AREAS~~ ARE TO BE

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46 WALL COVERINGS.

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COVERED WITH VINYL WALL COVERINGS, NOT LESS THAN 13 OUNCES PER SQUARE YARD AS SPECIFIED IN FS CCC-W-408, OR EQUIVALENT QUALITY FINISH APPROVED BY THE CONTRACTING OFFICER. See "General Information

Section" paragraph G-2.

~~SELECTED OFFICES AND CONFERENCE ROOMS AS SPECIFIED BELOW ARE TO BE COVERED WITH WOOD PANELING OR TEXTILE COVERING TO BE APPROVED BY THE CONTRACTING OFFICER.~~

PRIOR TO OCCUPANCY ALL RESTROOMS OFFERED TO COMPLY WITH THE RESTROOM FIXTURE SCHEDULE OF THIS SOLICITATION MUST HAVE CERAMIC TILE IN SPLASH AREAS AND VINYL WALL COVERING NOT LESS THAN 13 OUNCES PER SQUARE YARD AS SPECIFIED IN FS CCC-W-408 ON REMAINING WALL AREAS OR EQUIVALENT QUALITY AS APPROVED BY THE CONTRACTING OFFICER, UNLESS AN ALTERNATE FINISH IS APPROVED BY THE CONTRACTING OFFICER.

PRIOR TO OCCUPANCY ALL ELEVATOR AREAS WHICH ACCESS THE GOVERNMENT'S LEASED SPACE, HALLWAYS WITHIN OR ACCESSING THE GOVERNMENT'S LEASED SPACE AND EATING/GALLEY AREAS WITHIN THE GOVERNMENT'S LEASED SPACE ARE TO BE COVERED WITH VINYL WALLCOVERINGS NOT LESS THAN 22 OUNCES PER SQUARE YARD AS SPECIFIED IN FS CCC-W-408, OR EQUIVALENT QUALITY AS APPROVED BY THE CONTRACTING OFFICER, UNLESS AN ALTERNATE FINISH IS APPROVED BY THE CONTRACTING OFFICER.

REPLACEMENT:

ALL WALLCOVERING IS TO BE MAINTAINED IN "LIKE NEW" CONDITION FOR THE LIFE OF THE LEASE. WALLCOVERING MUST BE REPLACED OR REPAIRED AT THE LESSOR'S EXPENSE, INCLUDING MOVING AND REPLACING FURNISHINGS, (EXCEPT WHERE WALLCOVERING HAS BEEN DAMAGED DUE TO THE NEGLIGENCE OF THE GOVERNMENT), ANYTIME DURING THE OCCUPANCY BY THE GOVERNMENT IF IT IS TORN, PEELING OR PERMANENTLY STAINED; THE CERAMIC TILE IN THE RESTROOMS MUST BE REPLACED OR REPAIRED IF IT IS LOOSE, CHIPPED, BROKEN OR PERMANENTLY DISCOLORED. ALL REPAIR AND REPLACEMENT WORK IS TO BE DONE AFTER WORKING HOURS.

SAMPLES:

THE LESSOR IS TO PROVIDE AT LEAST FIVE SAMPLES OF EACH TYPE OF WALL COVERING TO BE INSTALLED FOR SELECTION BY THE CONTRACTING OFFICER.

PAINTING:

PRIOR TO OCCUPANCY ALL SURFACES DESIGNATED BY GSA FOR PAINTING MUST BE NEWLY PAINTED IN COLORS ACCEPTABLE TO GSA. ALL PAINTED SURFACES, INCLUDING ANY PARTITIONING INSTALLED BY THE GOVERNMENT OR THE LESSOR AFTER GOVERNMENT OCCUPANCY, MUST BE REPAINTED AFTER WORKING HOURS AT LESSOR EXPENSE AT LEAST EVERY 5 YEARS. THIS INCLUDES MOVING AND RETURN OF FURNITURE. PUBLIC AREAS MUST BE PAINTED AT LEAST EVERY 3 YEARS. Areas to be painted are specified in paragraph G-2 of the "General Information Section", and as may be noted elsewhere in the "Special Requirements Section".

PRIOR TO OCCUPANCY ALL SURFACES DESIGNATED BY GSA FOR PAINTING MUST BE NEWLY PAINTED IN COLORS ACCEPTABLE TO GSA. ALL PAINTED SURFACES, INCLUDING ANY PARTITIONING INSTALLED BY THE GOVERNMENT OR LESSOR AFTER GOVERNMENT OCCUPANCY, MUST BE REPAINTED AFTER WORKING HOURS AT LESSOR EXPENSE AT LEAST EVERY 5 YEARS. THIS INCLUDES MOVING AND RETURN OF FURNITURE. PUBLIC AREAS MUST BE PAINTED AT LEAST EVERY 3 YEARS.

EXTERIOR DOORS MUST BE SOLID CORE WOOD OR STEEL DOORS AND SHALL BE WEATHERTIGHT, EQUIPPED WITH AUTOMATIC DOOR CLOSURES AND OPEN OUTWARD.

DOORS MUST HAVE A MINIMUM OPENING OF 36 INCHES BY 80 INCHES.

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47 PAINTING

48 DOORS: EXTERIOR.

49 DOORS: INTERIOR.

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HOLLOW CORE WOOD DOORS ARE NOT ACCEPTABLE. THEY MUST BE FLUSH, SOLID CORE NATURAL WOOD, VENEER FACED OR EQUIVALENT FINISH AS APPROVED BY THE CONTRACTING OFFICER. THEY SHALL BE OPERABLE BY A SINGLE EFFORT AND MUST BE IN ACCORDANCE WITH NATIONAL BUILDING CODE REQUIREMENTS. THEY WILL BE PROVIDED AT A RATIO OF 1 PER EVERY 500 SQ. FT.

THE WALK LANDING OR FLOOR AREA FOR DOORS THAT OPEN ONTO WALKWAYS, RAMPS, CORRIDORS, AND OTHER PEDESTRIAN PATHS OF TRAVEL, SHALL BE CLEAR AND LEVEL, WITH A SLOPE NO GREATER THAN 1:50 AND EXTEND A MINIMUM OF 5 FEET FROM THE SWING SIDE OF THE DOOR, 4 FEET FROM THE OPPOSITE SIDE AND A MINIMUM OF 1-1/2 FEET PAST THE LATCH SIDE (PULL SIDE) AND A MINIMUM OF 1 FOOT PAST THE LATCH SIDE (PUSH SIDE) OF THE DOOR.

DOORS MUST HAVE HEAVY DUTY HARDWARE WITH HARDWARE STOPS. ALL PUBLIC USE DOORS MUST BE EQUIPPED WITH PUSH PLATES OR MUST BE FLUSH UP TO A MINIMUM HEIGHT OF 9 INCHES MEASURED FROM THE FLOOR, PULL BARS OR HANDLES, AND AUTOMATIC DOOR CLOSERS. DOOR CLOSERS MUST BE CONCEALED. CORRIDOR AND OUTSIDE DOORS MUST BE EQUIPPED WITH CYLINDER LOCKS AND DOOR CHECKS. ALL LOCKS MUST BE MASTER KEYED. THE GOVERNMENT MUST BE FURNISHED AT LEAST TWO MASTER KEYS AND TWO KEYS FOR EACH LOCK. HARDWARE FOR DOORS IN THE MEANS OF EGRESS SHALL CONFORM TO NFPA STANDARD NO. 101.

DOOR IDENTIFICATION SHALL BE INSTALLED IN APPROVED LOCATIONS ADJACENT TO OFFICE ENTRANCES. THE FORM OF DOOR IDENTIFICATION MUST BE APPROVED BY THE CONTRACTING OFFICER. TOILET, STAIRWAY, AND CORRIDOR DOORS MUST BE IDENTIFIED BY THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AT A HEIGHT OF 54 TO 66 INCHES ABOVE THE FLOOR, AND WHEREVER POSSIBLE, MOUNTED ON THE WALL AT THE LATCH SIDE OF THE DOOR. SELDOM-USED DOORS TO AREAS POSING DANGER TO THE BLIND MUST HAVE KNURLED OR ACCEPTABLE PLASTIC ABRASIVE COATED HANDLES. TACTILE WARNING INDICATORS SHALL NOT BE USED TO IDENTIFY EXIT STAIRS.

PARTITIONS AND DIVIDERS MUST BE PROVIDED AS OUTLINED BELOW. PARTITIONING REQUIREMENTS MAY BE MET WITH EXISTING PARTITIONS IF THEY MEET THE GOVERNMENT'S STANDARDS AND LAYOUT REQUIREMENTS.

PERMANENT PARTITIONS MUST BE PROVIDED AS NECESSARY TO SURROUND STAIRS, CORRIDORS, ELEVATOR SHAFTS, TOILET ROOMS AND JANITOR CLOSETS. THEY SHALL HAVE A FLAMESPREAD RATING OF 25 OR LESS AND A SMOKE DEVELOPED RATING OF 50 OR LESS (ASTM E-84). STAIRS, ELEVATORS AND OTHER FLOOR OPENINGS SHALL BE ENCLOSED BY PARTITIONS AND HAVE THE FIRE RESISTANCE REQUIRED BY NFPA NO. 101. THEY SHALL EXTEND FROM THE STRUCTURAL FLOOR SLAB TO THE STRUCTURAL CEILING SLAB.

OFFICE SUBDIVIDING PARTITIONS SHALL COMPLY WITH THE UNIFORM BUILDING CODE (UBC) AND LOCAL REQUIREMENTS. THEY MUST BE PROVIDED AT A RATIO OF ONE LINEAR FOOT FOR EACH 40 SQUARE FEET OF SPACE PROVIDED. PARTITIONING OVER INTERIOR OFFICE DOORS IS INCLUDED IN THE MEASUREMENT. THEY MUST EXTEND FROM THE FINISHED FLOOR TO THE FINISHED CEILING AND HAVE A FLAMESPREAD RATING OF 25 OR LESS AND A SMOKE DEVELOPMENT RATING OF 50 OR LESS (ASTM E-84-TEST).

PARTITIONS MAY BE PREFINISHED OR TAPED AND PAINTED. HVAC MUST BE REBALANCED AND LIGHTING REPOSITIONED, AS APPROPRIATE, AFTER INSTALLATION OF PARTITIONS.

FREESTANDING ACOUSTICAL DIVIDERS WILL BE PROVIDED AT A RATIO OF ONE LINEAR FOOT PER EACH 30 SQUARE FEET OF SPACE PROVIDED. THEY SHALL BE COVERED WITH FABRIC WHICH IS FLAME RESISTANT AS DEFINED IN NFPA NO. 701. EACH ENTIRE ASSEMBLED PANEL MUST HAVE A SMOKE DEVELOPED RATING OF 150 OR LESS AND FLAMESPREAD OF 25 OR LESS (ASTM E-84). THE NOISE REDUCTION COEFFICIENT MUST BE A MINIMUM OF 0.85. THEY MUST

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50 DOORS: MANEUVERING
CLEARANCES

51 DOORS: HARDWARE

52 DOORS: IDENTIFICATION

53 PARTITIONS: GENERAL

54 PARTITIONS: PERMANENT

55 PARTITIONS: SUBDIVIDING

56 PARTITIONS: FREESTANDING

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BE A MAXIMUM OF 60 INCHES IN HEIGHT AND MAY BE A COMBINATION OF STRAIGHT AND CURVED AS SPECIFIED BY THE GOVERNMENT'S LAYOUT. EACH DIVIDER MUST HAVE SUPPORTING FEET NOT HIGHER THAN 3/8 INCHES WHICH MUST BE ABLE TO RESIST MOMENTARY OVERTURNING FORCE OF 25 POUNDS PERPENDICULAR TO THE FACE OF THE DIVIDER APPLIED AT 60 INCHES ABOVE THE FLOOR. THE GOVERNMENT WILL HAVE CHOICE OF COLOR AND FABRIC BASED ON OFFEROR-PROVIDED SAMPLES.

approx.

4 ACCORDIAN DIVIDERS TOTALING 130 LINEAR FEET MUST BE PROVIDED. THEY MUST HAVE AN AVERAGE SOUND TRANSMISSION CLASS OF NO LESS THAN 45. See "Special Requirements Section" para. S-7A.

FLOOR COVERING MAY BE EITHER RESILIENT FLOORING OR CARPET, EXCEPT AS OTHERWISE SPECIFIED IN THIS SOLICITATION. FLOOR PERIMETERS AT PARTITIONS MUST HAVE WOOD, RUBBER, VINYL, OR CARPET BASE. ANY EXCEPTIONS MUST BE APPROVED BY THE CONTRACTING OFFICER.

OFFICE AREAS: *****

PRIOR TO OCCUPANCY ~~REPRODUCE~~ CARPET TILES MUST COVER ALL OFFICE AREAS PARTITIONED OR UNPARTITIONED, INCLUDING INTERIOR HALLWAYS AND CONFERENCE ROOMS.

SPECIALITY AREAS: *****

RESILIENT FLOORING IS TO BE USED IN REPRODUCTION ROOMS, STORAGE, FILE AND OTHER SPECIALITY ROOMS LISTED BELOW: SEE "GENERAL INFORMATION SECTION", PARAGRAPH G-1.

TOILET AND SERVICE AREAS: *****

TERRAZZO, UNGLAZED CERAMIC TILE, AND/OR QUARRY TILE SHALL BE USED IN ALL TOILET AND SERVICE AREAS UNLESS ANOTHER COVERING IS APPROVED BY THE CONTRACTING OFFICER.

CARPET: PHYSICAL REQUIREMENTS: *****

ANY CARPET TO BE NEWLY INSTALLED MUST MEET THE FOLLOWING SPECIFICATIONS: See "Special Requirements Section", para. S-8.

* ~~PILE PILE~~ ~~CONTENT~~: CONTINUOUS FILAMENT SOIL HIDING NYLON, WOOL/NYLON, OR OLEFIN COMBINATIONS.

* CARPET PILE CONSTRUCTION: LEVEL LOOP, TEXTURED LOOP, LEVEL CUT PILE, OR LEVEL CUT/UNCUT PILE.

* PILE WEIGHT: 28 OUNCES PER SQUARE YARD MINIMUM.

* SECONDARY BACK: SYNTHETIC FIBER OR JUTE FOR GLUE-DOWN INSTALLATION.

* TOTAL WEIGHT: 64 OUNCES PER SQUARE YARD MINIMUM.

* FLAMMABILITY: IN ALL AREAS EXCEPT EXITS, CARPET MUST HAVE A CRITICAL RADIANT FLUX (CRF) OF 0.25 OR GREATER WITH A SPECIFIC OPTICAL DENSITY NOT OVER 450. CARPET IN EXITS MUST HAVE AT LEAST A CRF OF 0.50. CARPET PASSING THE CONSUMER PRODUCTS SAFETY COMMISSION FFL-70 (PIL TEST) IS ACCEPTABLE FOR OFFICE AREAS. IT MAY ALSO BE USED IN CORRIDORS WHICH ARE PROTECTED BY AUTOMATIC SPRINKLERS.

* STATIC BUILDUP: 3.5 KV MAXIMUM WITH BUILT-IN STATIC DISSIPATION IS RECOMMENDED; "STATIC-CONTROLLED" IS ACCEPTABLE.

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57 PARTITIONS: FOLDING

58 FLOOR COVERING
AND PERIMETERS.

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CARPET: SAMPLES: *****

WHEN CARPET MUST BE NEWLY INSTALLED OR CHANGED, THE OFFEROR SHALL PROVIDE THE GOVERNMENT WITH A MINIMUM OF 6 COLOR SAMPLES. THE SAMPLE AND COLOR MUST BE APPROVED BY GSA PRIOR TO INSTALLATION. NO SUBSTITUTES MAY BE MADE BY THE OFFEROR AFTER SAMPLE SELECTION.

CARPET: INSTALLATION: *****

CARPET MUST BE INSTALLED IN ACCORDANCE WITH MANUFACTURING INSTRUCTIONS TO LAY SMOOTHLY AND EVENLY.

CARPET: REPLACEMENT: *****

CARPET SHALL BE REPLACED AT LEAST EVERY 10 YEARS DURING GOVERNMENT OCCUPANCY OR ANY TIME DURING THE LEASE WHEN:

- * BACKING OR UNDERLAYMENT IS EXPOSED.
- * THERE ARE NOTICEABLE VARIATIONS IN SURFACE COLOR OR TEXTURE.

REPLACEMENT INCLUDES MOVING AND RETURN OF FURNITURE.

~~CARPET: ADDITIONAL SPECIFICATIONS: *****~~

~~IF THE OFFEROR PROPOSES THAT BUILDING MAINTENANCE WILL BE THE RESPONSIBILITY OF THE GOVERNMENT, THE FOLLOWING CARPET SPECIFICATIONS SHALL ALSO APPLY:~~

- * ~~CARPET CONSTRUCTION: AT LEAST 64 TUFTS PER SQUARE INCH, WITH A SYNTHETIC PRIMARY BACK AND TUFT BIND OF AT LEAST 10 POUNDS.~~

~~* PILE HEIGHT: 3/16 INCH TO 1/2 INCH.~~

RESILIENT FLOORING: PHYSICAL REQUIREMENTS: *****

WHEN RESILIENT FLOORING MUST BE INSTALLED OR CHANGED, THE OFFEROR SHALL PROVIDE THE GOVERNMENT A MINIMUM OF 6 COLOR SAMPLES. THE SAMPLE AND COLOR MUST BE APPROVED BY GSA PRIOR TO INSTALLATION. NO SUBSTITUTES MAY BE MADE BY THE OFFEROR AFTER SAMPLE SELECTION.

RESILIENT FLOORING: REPLACEMENT: *****

THE FLOORING SHALL BE REPLACED BY THE LESSOR AT NO COST TO THE GOVERNMENT PRIOR TO OR DURING GOVERNMENT OCCUPANCY WHEN IT HAS:

- * CURLS, UPTURNED EDGES, OR OTHER NOTICEABLE VARIATIONS IN TEXTURE.

TERRAZZO, UNGLAZED CERAMIC TILE, AND/OR QUARRY TILE SHALL BE USED IN ALL TOILET AND SERVICE AREAS UNLESS ANOTHER COVERING IS APPROVED BY THE CONTRACTING OFFICER.

REVERBERATION CONTROL: *****

CEILINGS IN CARPETED SPACE SHALL HAVE A NOISE REDUCTION COEFFICIENT (NRC) OF NOT LESS THAN 0.55 IN ACCORDANCE WITH ASTM C 423. CEILINGS IN OFFICES, CONFERENCE ROOMS, AND CORRIDORS HAVING RESILIENT FLOORING SHALL HAVE AN NRC OF NOT LESS THAN 0.65.

AMBIENT NOISE CONTROL:

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SERVICE AREAS

60 ACOUSTICAL REQUIREMENTS

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AMBIENT NOISE FROM MECHANICAL EQUIPMENT SHALL NOT EXCEED NOISE CRITERIA CURVE (NC) 35 IN ACCORDANCE WITH THE ASHRAE HANDBOOK IN OFFICES AND CONFERENCE ROOMS; NC 40 IN CORRIDORS, CAFETERIAS, LOBBIES, AND TOILETS; NC 50 IN OTHER SPACES.

NOISE ISOLATION:

ROOMS SEPARATED FROM ADJACENT SPACES BY CEILING-HIGH PARTITIONS (NOT INCLUDING DOORS) SHALL NOT BE LESS THAN THE FOLLOWING NOISE-ISOLATION CLASS (NIC) STANDARDS WHEN TESTED IN ACCORDANCE WITH ASTM E-336:

CONFERENCE ROOMS: NIC-40
OFFICES: NIC-35

CERTIFICATION:

THE CONTRACTING OFFICER MAY REQUIRE AT NO COST TO THE GOVERNMENT, A CERTIFICATION ATTESTING THAT ACOUSTICAL REQUIREMENTS HAVE BEEN MET. CERTIFICATION MUST BE ACCOMPANIED BY TEST REPORTS BY A QUALIFIED ACOUSTICAL CONSULTANT VERIFYING REQUIREMENTS FOR CONTROL OF AMBIENT NOISE AND NOISE ISOLATION.

THE REQUIREMENTS OF THIS PARAGRAPH SHALL TAKE PRECEDENCE OVER ANY ADDITIONAL SPECIFICATIONS IN THIS SOLICITATION IF THERE IS A CONFLICT.

IN LIEU OF OTHER ACOUSTICAL REQUIREMENTS, A BACKGROUND SOUND MASKING SYSTEM SHALL BE PROVIDED IN THE FOLLOWING AREAS:
THE ENTIRE OFFICE AREA.

THE SYSTEM SHALL PROVIDE A SPEECH PRIVACY POTENTIAL (SPP) OF NOT LESS THAN 60 UNIFORMLY THROUGHOUT THE SPACE WHEN TESTED ON THE SITE IN ACCORDANCE WITH PBS TEST METHOD PBS-C.1. (NORMALLY, THIS WILL REQUIRE CEILING PANELS THAT HAVE A MINIMUM SPEECH PRIVACY NOISE ISOLATION CLASS (NIC) OF 20 IN ACCORDANCE WITH FEDERAL SPECIFICATION (SS-S-118). LOUDSPEAKERS SHALL BE CONCEALED AND PROVIDED WITH INDIVIDUAL VOLUME CONTROLS. UPON COMPLETION OF THE TESTING, THE INITIAL SETTINGS TO ATTAIN THE REQUIRED SPP SHALL BE POSTED AT THE SYSTEMS CONTROL CONSOLE. THE LESSOR WILL BE RESPONSIBLE FOR SYSTEM MAINTENANCE. THE CONTRACTING OFFICER MAY REQUIRE CERTIFICATION AT NO COST TO THE GOVERNMENT, ACCOMPANIED BY PBS-C.1 TEST REPORT BY A QUALIFIED ACOUSTICAL CONSULTANT ATTESTING THAT THE ABOVE REQUIREMENTS HAVE BEEN MET.

IN PREPARING A DESIGN TO MEET THE REQUIREMENTS OF THIS PARAGRAPH, THE LESSOR SHALL ASSUME THAT THE OCCUPANT AGENCY WILL USE 60 INCH AND/OR 72 INCH HIGH SPACE DIVIDERS IN THIS AREA(S). SUCH DIVIDERS WILL BE CLASS B IN ACCORDANCE WITH PROCEDURE III-S OF THE PBS STANDARD METHOD OF TEST, PBS-C.2.

WINDOW BLINDS:

ALL EXTERIOR WINDOWS SHALL BE EQUIPPED WITH WINDOW BLINDS. THE BLINDS MAY BE ALUMINUM OR PLASTIC VERTICAL BLINDS OR HORIZONTAL BLINDS WITH ALUMINUM SLATS OF ONE INCH WIDTH OR LESS. THE USE OF ANY OTHER MATERIAL MUST BE APPROVED BY THE CONTRACTING OFFICER. THE WINDOW BLINDS MUST HAVE NONCORRODING MECHANISMS AND SYNTHETIC TAPES. COLOR SELECTION WILL BE MADE BY THE CONTRACTING OFFICER.

DRAPERIES:

DRAPERIES WILL ALSO BE PROVIDED IN ALL CONFERENCE ROOMS AND IN THE FOLLOWING OFFICE AREAS: THE ENTIRE OFFICE AREA.

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61 SOUND MASKING SYSTEM

62 WINDOW COVERING.

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DRAPERY FABRIC MUST BE FLAME RETARDANT. FABRICS SHALL BE LINED WITH EITHER WHITE OR OFF-WHITE PLAIN LINING FABRIC SUITED TO THE DRAPERY FABRIC WEIGHT. DRAPERY FABRIC SHALL CONFORM TO NFPA STANDARD NO. 701. DRAPERIES SHALL BE EITHER FLOOR-, APRON-, OR SILL-LENGTH, AS SPECIFIED BY THE GOVERNMENT, AND SHALL BE WIDE ENOUGH TO COVER WINDOW AND TRIM. DRAPERIES SHALL BE HUNG WITH DRAPERY HOOKS ON WELL-ANCHORED HEAVY DUTY TRAVERSE RODS. TRAVERSE RODS SHALL DRAW FROM EITHER THE CENTER, RIGHT OR LEFT SIDE.

CONSTRUCTION: *****

ANY DRAPERIES TO BE NEWLY INSTALLED, MUST BE MADE AS FOLLOWS:

- * 100 PERCENT FULLNESS, INCLUDING OVERLAP, ONE-AND-ONE-HALF-INCH SIDE HEMS AND NECESSARY RETURNS.
- * FOUR-INCH DOUBLE HEADINGS TURNED OVER A FOUR-INCH PERMANENTLY FINISHED STIFFENER.
- * ONE-AND-ONE-HALF-INCH DOUBLED SIDE HEMS; FOUR-INCH DOUBLED AND BLIND STITCHED BOTTOM HEMS.
- * THREE-FOLD PINCH PLEATS.
- * SAFETY STITCHED INTERMEDIATE SEAMS.
- * MATCHED PATTERNS.
- * TACKED CORNERS.
- * NO RAW EDGES OR EXPOSED SEAMS.

USE OF EXISTING DRAPERIES MUST BE APPROVED BY THE CONTRACTING OFFICER.

SAMPLES: *****

A MINIMUM OF 6 PATTERNS AND COLORS SHALL BE MADE AVAILABLE TO THE GOVERNMENT FOR SELECTION; SHADING OF SAMPLE FABRIC SHALL NOT VARY MARKEDLY FROM THAT OF THE FINAL PRODUCT.

A TAMPER PROOF DIRECTORY WITH LOCK SHALL BE PROVIDED IN THE BUILDING LOBBY LISTING ALL GOVERNMENT AGENCIES. IT MUST BE ACCEPTABLE TO THE CONTRACTING OFFICER.

IF THE GOVERNMENT IS THE SOLE OCCUPANT OF THE BUILDING, A FLAGPOLE SHALL BE PROVIDED AT A LOCATION TO BE APPROVED BY THE CONTRACTING OFFICER. THE FLAG WILL BE PROVIDED BY THE GOVERNMENT. THIS REQUIREMENT MAY BE WAIVED IF DETERMINED INAPPROPRIATE BY GSA.

THE LESSOR SHALL PROVIDE AND OPERATE ALL BUILDING EQUIPMENT AND SYSTEMS IN ACCORDANCE WITH APPLICABLE TECHNICAL PUBLICATIONS, MANUALS, AND STANDARD PROCEDURES. MAINS, LINES, AND METERS FOR UTILITIES SHALL BE PROVIDED BY THE LESSOR. EXPOSED DUCTS, PIPING, AND CONDUITS ARE NOT PERMITTED IN OFFICE SPACE.

THE LESSOR SHALL PROVIDE A MINIMUM OF ONE DRINKING FOUNTAIN ON EACH FLOOR OF OFFICE SPACE LOCATED SO NO PERSON WILL HAVE TO TRAVEL MORE THAN 150 FEET TO REACH IT. THE WATER SHALL BE CHILLED. ALL WATER FOUNTAINS SHALL BE ACCESSIBLE TO AND USABLE BY THE PHYSICALLY DISABLED.

INITIALS: _____
LESSOR GOVERNMENT

63 BUILDING DIRECTORY

64 FLAGPOLE

SECTION:
MECHANICAL, ELECTRICAL,
PLUMBING

65 GENERAL

66 DRINKING FOUNTAINS

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PLUMBING

THEY SHALL HAVE AN UPFRONT SHOUT AND CONTROL WHICH IS LOCATED NO HIGHER THAN 36 INCHES ABOVE THE FINISHED FLOOR. CONTROLS SHALL BE HAND OR HAND AND FOOT OPERATED. CONVENTIONAL FLOOR MOUNTED WATER FOUNTAINS CAN BE SERVICEABLE TO INDIVIDUALS IN WHEELCHAIRS IF A CLEAR FLOOR SPACE OF 30 INCHES BY 48 INCHES IS PROVIDED ADJACENT TO THE FOUNTAIN. A WALL MOUNTED HAND OPERATED COOLER MAY SERVE THE ABLE-BODIED AND PHYSICALLY DISABLED EQUALLY WELL WHEN THE BUBBLER IS MOUNTED NO HIGHER THAN 36 INCHES AND THERE IS CLEAR KNEE SPACE BETWEEN THE BOTTOM OF THE APRON OF THE COOLER AND THE FLOOR AT LEAST 27 INCHES HIGH, 30 INCHES WIDE AND 17 TO 19 INCHES DEEP. A FULLY RECESSED WATER FOUNTAIN IS NOT RECOMMENDED. THE WATER FOUNTAIN SHOULD NOT BE SET INTO AN ALCOVE UNLESS THE ALCOVE IS DEEPER THAN 36" AND NOT MORE THAN 2' DEEP.

SEPARATE TOILET FACILITIES FOR MEN AND WOMEN SHALL BE PROVIDED ON EACH FLOOR OCCUPIED BY THE GOVERNMENT IN THE BUILDING. THE FACILITIES MUST BE LOCATED SO THAT EMPLOYEES WILL NOT BE REQUIRED TO TRAVEL MORE THAN 150 FEET ON ONE FLOOR TO REACH THE TOILETS. EACH TOILET ROOM SHALL HAVE SUFFICIENT WATER CLOSETS ENCLOSED WITH MODERN STALL PARTITIONS AND DOORS, URINALS (IN MEN'S ROOM), AND HOT (SET AT 105 DEGREES, IF PRACTICAL) AND COLD WATER. WATER CLOSETS AND URINALS SHALL NOT BE VISIBLE WHEN THE EXTERIOR DOOR IS OPEN. EACH MAIN TOILET ROOM SHALL CONTAIN:

EQUIPMENT:

- * A MIRROR ABOVE THE LAVATORY.
- * A TOILET PAPER DISPENSER IN EACH WATER CLOSET STALL, THAT WILL HOLD AT LEAST TWO ROLLS AND ALLOW EASY UNRESTRICTED DISPENSING.
- * A COAT HOOK ON INSIDE FACE OF DOOR TO EACH WATER CLOSET STALL AND ON SEVERAL WALL LOCATIONS BY LAVATORIES.
- * AT LEAST ONE MODERN PAPER TOWEL DISPENSER, and/or electric hand dryers, SOAP DISPENSER AND WASTE RECEPTACLE FOR EVERY TWO LAVATORIES.
- * A COIN OPERATED SANITARY NAPKIN DISPENSER IN WOMEN'S TOILET ROOMS WITH WASTE RECEPTACLE FOR EACH WATER CLOSET STALL.
- * CERAMIC TILE OR COMPARABLE WAINSCOT FROM THE FLOOR TO A MINIMUM HEIGHT OF 4' 6".
- * A DISPOSABLE TOILET SEAT COVER DISPENSER.
- * A COUNTER AREA OF AT LEAST TWO FEET IN LENGTH, EXCLUSIVE OF THE LAVATORIES (HOWEVER, IT MAY BE ATTACHED TO THE LAVATORIES) WITH A MIRROR ABOVE AND A GROUND FAULT INTERRUPT TYPE CONVENIENCE OUTLET LOCATED ADJACENT TO THE COUNTER AREA.

HANDICAPPED:

ALL PUBLIC TOILET ROOMS SHALL BE LOCATED ALONG AN ACCESSIBLE PATH OF TRAVEL AND MUST HAVE ACCESSIBLE FIXTURES, ACCESSORIES, DOORS AND ADEQUATE MANEUVERING CLEARANCES. THE INTERIOR SHALL ALLOW AN UNOBSTRUCTED FLOOR SPACE OF 5 FEET IN DIAMETER, MEASURED 12 INCHES ABOVE THE FLOOR. AT LEAST ONE MEN'S AND ONE WOMEN'S TOILET ROOM ON EACH FLOOR WHERE THE GOVERNMENT LEASES PART OF THE FLOOR, OR ALL PUBLIC TOILET ROOMS WHERE THE GOVERNMENT LEASES THE ENTIRE FLOOR, SHALL HAVE ONE TOILET STALL THAT:

- * IS 60 INCHES WIDE.
- * HAS A MINIMUM DEPTH OF 56" WHEN WALL MOUNTED CLOSETS ARE USED OR 59" WHEN FLOOR MOUNTED CLOSETS ARE USED.
- * HAS A CLEAR FLOOR AREA.
- * HAS A DOOR THAT IS 32 INCHES WIDE AND SWINGS OUT.
- * HAS HANDRAILS ON EACH SIDE, (FRONT TRANSFER STALL) OR ON THE SIDE

INITIALS:

LESSOR GOVERNMENT

67 RESTROOMS.

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AND BACK (SIDE TRANSFER STALL). THEY SHALL BE 33 TO 36 INCHES HIGH AND PARALLEL TO THE FLOOR, 1-1/4 TO 1-1/2 INCHES IN OUTSIDE DIAMETER, WITH 1-1/2 INCH CLEARANCE BETWEEN RAIL AND WALL, AND FASTENED SECURELY AT ENDS AND CENTER. THEY SHALL HAVE NO SHARP EDGES AND MUST PERMIT THE CONTINUOUS SLIDING OF HANDS.

* HAS A WATER CLOSET MOUNTED AT A HEIGHT FROM 17 TO 19 INCHES, MEASURED FROM THE FLOOR TO THE TOP OF THE SEAT. HAND OPERATED OR AUTOMATIC FLUSH CONTROLS SHALL BE MOUNTED NO HIGHER THAN 44 INCHES ABOVE THE FLOOR.

ALTERNATE ACCESSIBLE TOILET STALLS:

A STALL MEASURING 36" OR 48" WIDE BY 66" ^{is acceptable to} ~~SHALL BE ACCEPTABLE AS DETERMINED BY THE CONTRACTING OFFICER.~~

HANDICAPPED LAVATORY:

AT LEAST ONE LAVATORY SHALL BE MOUNTED WITH THE RIM OR COUNTER SURFACE NO HIGHER THAN 34 INCHES (865MM) ABOVE THE FINISHED FLOOR. PROVIDE A CLEARANCE OF AT LEAST 29 INCHES (735MM) FROM THE FLOOR TO THE BOTTOM OF THE APRON. FAUCETS SHALL BE LEVER OPERATED, PUSH TYPE OR ELECTRONICALLY ACTIVATED FOR ONE HAND OPERATION WITHOUT THE NEED FOR TIGHT PINCHING OR GRASPING. DRAIN PIPES AND HOT WATER PIPES UNDER A LAVATORY MUST BE COVERED, INSULATED, OR RECESSED FAR ENOUGH SO THAT WHEELCHAIR INDIVIDUALS WITHOUT SENSATION WILL NOT BURN THEMSELVES.

HANDICAPPED OTHER REQUIREMENTS:

ONE MIRROR WITH SHELF SHALL BE PROVIDED ABOVE THE LAVATORY AT A HEIGHT AS LOW AS POSSIBLE AND NO HIGHER THAN 40 INCHES ABOVE THE FLOOR, MEASURED FROM THE TOP OF THE SHELF AND THE BOTTOM OF THE MIRROR. A COMMON MIRROR PROVIDED FOR BOTH THE ABLE AND THE DISABLED MUST PROVIDE A CONVENIENT VIEW FOR BOTH. TOILET ROOMS FOR MEN SHALL HAVE ONE WALL MOUNTED URINAL WITH AN ELONGATED LIP, WITH THE BASIN OPENING NO MORE THAN 17 INCHES ABOVE THE FLOOR. ACCESSIBLE FLOOR MOUNTED STALL URINALS WITH BASINS AT THE LEVEL OF THE FLOOR ARE ACCEPTABLE. THE TOILET ROOMS SHALL HAVE A LEAST ONE TOWEL RACK, TOWEL DISPENSERS AND OTHER DISPENSERS AND DISPOSAL UNITS MOUNTED NO HIGHER THAN 48 INCHES FROM THE FLOOR OR 54 INCHES IF A PERSON IN A WHEELCHAIR HAS TO APPROACH IT FROM THE SIDE.

THE TOILET FIXTURE SCHEDULES SPECIFIED BELOW SHALL BE APPLIED TO EACH FULL FLOOR BASED ON ONE PERSON FOR EACH 135 SQUARE FEET OF OFFICE SPACE IN A RATIO OF 60 PERCENT MEN AND 40 PERCENT WOMEN:

REFER TO THE SCHEDULE SEPARATELY FOR EACH SEX.

NUMBER OF MEN*/WOMEN	WATER CLOSETS	LAVATORIES
1-15	1	1
16-35	2	2
36-55	3	3
56-80	4	4
81-110	5	5
111-125	6	5
126-150	6	**
OVER 150	***	

* IN MEN'S FACILITIES, URINALS MAY BE SUBSTITUTED FOR ONE-THIRD OF THE WATER CLOSETS SPECIFIED.

** ADD ONE LAVATORY FOR EACH 45 ADDITIONAL EMPLOYEES OVER 125.

*** ADD ONE WATER CLOSET FOR EACH 40 ADDITIONAL EMPLOYEES OVER 150.

INITIALS: LESSOR GOVERNMENT

68 RESTROOMS: FIXTURE
SCHEDULE

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JANITOR CLOSETS WITH SERVICE SINK, HOT AND COLD WATER, AND AMPLE STORAGE FOR CLEANING EQUIPMENT, MATERIALS, AND SUPPLIES SHALL BE PROVIDED ON ALL FLOORS.

THERMOSTATS SHALL BE SET TO MAINTAIN TEMPERATURES BETWEEN 65 AND 70 DEGREES FAHRENHEIT DURING THE HEATING SEASON AND 76 AND 80 DEGREES FAHRENHEIT DURING THE COOLING SEASON. THESE TEMPERATURES MUST BE MAINTAINED THROUGHOUT THE LEASED PREMISES AND SERVICE AREAS, REGARDLESS OF OUTSIDE TEMPERATURES, DURING THE HOURS OF OPERATION SPECIFIED IN THE LEASE.

DURING NONWORKING HOURS, HEATING TEMPERATURES SHALL BE SET NO HIGHER THAN 55 DEGREES FAHRENHEIT AND AIR CONDITIONING WILL NOT BE PROVIDED. THERMOSTATS SHALL BE SECURED FROM MANUAL OPERATION BY KEY OR LOCKED CAGE. A KEY SHALL BE PROVIDED TO THE GSA FIELD OFFICE MANAGER.

HEATING SYSTEMS SHALL NOT BE OPERATED TO MAINTAIN TEMPERATURES ABOVE 70 DEGREES, AND COOLING SYSTEMS SHALL NOT BE OPERATED TO ACHIEVE TEMPERATURES BELOW 76 DEGREES. HEATING ENERGY SHALL NOT BE USED TO ACHIEVE THE TEMPERATURE SPECIFIED FOR COOLING, AND COOLING ENERGY SHALL NOT BE USED TO ACHIEVE THE TEMPERATURE SPECIFIED FOR HEATING.

AREAS HAVING EXCESSIVE HEAT GAIN OR HEAT LOSS, OR AFFECTED BY SOLAR RADIATION AT DIFFERENT TIMES OF THE DAY, SHALL BE INDEPENDENTLY CONTROLLED.

ZONE CONTROL: *****

INDIVIDUAL THERMOSTAT CONTROL SHALL BE PROVIDED FOR OFFICE SPACE WITH CONTROL AREAS NOT TO EXCEED 2000 SQUARE FEET. AREAS WHICH ROUTINELY HAVE EXTENDED HOURS OF OPERATION SHALL BE ENVIRONMENTALLY CONTROLLED THROUGH DEDICATED HEATING AND AIR-CONDITIONING EQUIPMENT. SPECIAL PURPOSE AREAS (SUCH AS PHOTOCOPY CENTERS, LARGE CONFERENCE ROOMS, ETC.) WITH AN INTERNAL LOAD IN EXCESS OF 5 TONS SHALL BE INDEPENDENTLY CONTROLLED. CONCEALED PACKAGE AIR-CONDITIONING EQUIPMENT SHALL BE PROVIDED TO MEET LOCALIZED SPOT COOLING OF TENANT SPECIAL EQUIPMENT. PORTABLE SPACE HEATERS ARE PROHIBITED FROM USE.

EQUIPMENT PERFORMANCE: *****

TEMPERATURE CONTROL FOR OFFICE SPACES SHALL BE ASSURED BY CONCEALED CENTRAL HEATING AND AIR-CONDITIONING EQUIPMENT. THE EQUIPMENT SHALL MAINTAIN SPACE TEMPERATURE CONTROL OVER A RANGE OF INTERNAL LOAD FLUCTUATIONS OF PLUS 0.5 WATT/SQ.FT. TO MINUS 1.5 WATTS/SQ.FT. FROM INITIAL DESIGN REQUIREMENTS OF THE TENANT.

THE LESSOR SHALL BE RESPONSIBLE FOR MEETING THE APPLICABLE REQUIREMENTS OF THE NATIONAL ELECTRIC CODE, THE NATIONAL ELECTRIC SAFETY CODE, STANDARDS OF THE NATIONAL ELECTRIC MANUFACTURERS' ASSOCIATION, INSULATED POWER CABLE ENGINEERS' ASSOCIATION, THE AMERICAN INSTITUTE OF ELECTRICAL ENGINEERS, AND LOCAL CODES AND ORDINANCES. WHEN CODES CONFLICT, THE MORE STRINGENT STANDARD SHALL APPLY. MAIN SERVICE FACILITIES WILL BE ENCLOSED. THE ENCLOSURE MAY NOT BE USED FOR STORAGE OR OTHER PURPOSES. DISTRIBUTION PANELS MUST BE CIRCUIT BREAKER TYPE WITH 10 PERCENT SPARE POWER LOAD AND CIRCUITS.

FOURPLEX (DOUBLE DUPLEX) FLOOR OR WALL OUTLETS SHALL BE PROVIDED IN OFFICE AREAS ON THE BASIS OF ONE (1) PER 5,000 SQUARE FEET. DUPLEX FLOOR OR WALL OUTLETS SHALL BE PROVIDED ON THE BASIS OF ONE (1) PER 100 SQUARE FEET. TELEPHONE FLOOR OR WALL OUTLETS SHALL ALSO BE PROVIDED ON THE BASIS OF ONE (1) PER 100 SQUARE FEET. THE RATIO OF FLOOR TO WALL OUTLETS SHOULD BE 60 PERCENT TO 40 PERCENT, RESPECTIVELY. DEDICATED, CLEAN ELECTRICAL COMPUTER RECEPTACLES, PAINTED A DISTINCTLY DIFFERENT COLOR THAN THE FOUR

INITIALS: _____

LESSOR

GOVERNMENT

69 JANITOR CLOSETS

70 HEATING AND
AIR-CONDITIONING

71 ELECTRICAL: GENERAL

72 ELECTRICAL: DISTRIBUTION.

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PLEX AND DUPLEX OUTLETS, SHALL BE PROVIDED ON THE BASIS OF ONE (1) PER 5,000 SQUARE FEET.

THE LESSOR MUST INSURE THAT OUTLETS AND ASSOCIATED WIRING (FOR ELECTRICITY, VOICE, AND DATA) TO THE WORKSTATION WILL BE SAFELY CONCEALED IN RECESSED FLOOR DUCTS, UNDER RAISED FLOORING, BY USE OF FLAT WIRE OR BY A COMPARABLE METHOD ACCEPTABLE TO THE CONTRACTING OFFICER. SHOULD THE SPACE OFFERED BE PROPOSED BY NEW CONSTRUCTION, RAISED FLOORING IS PREFERRED. IN ANY CASE, CABLE ON THE FLOOR SURFACE MUST BE MINIMIZED. POWER POLES ARE NOT ACCEPTABLE. WIRING MUST BE CONCEALED UNDER THE FLOOR. ALL FLOORS MUST HAVE 220 VOLT/SINGLE PHASE/60 HERTZ ELECTRIC SERVICE AVAILABLE. DUPLEX OUTLETS MUST BE CIRCUITED SEPARATELY FROM THE LIGHTING.

IF THE OFFEROR PROPOSES THAT BUILDING MAINTENANCE WILL BE THE RESPONSIBILITY OF THE GOVERNMENT, THE LESSOR SHALL PROVIDE DUPLEX UTILITY OUTLETS IN TOILETS, CORRIDORS, AND DISPENSING AREAS FOR MAINTENANCE PURPOSES AT NOT COST TO THE GOVERNMENT. FUSES, AND CIRCUIT BREAKERS SHALL BE PLAINLY MARKED OR LABELLED TO IDENTIFY CIRCUITS OR EQUIPMENT SUPPLIED THROUGH THEM.

THE GOVERNMENT RESERVES THE RIGHT TO PROVIDE ITS OWN TELECOMMUNICATION (VOICE AND DATA) SERVICE IN THE SPACE TO BE LEASED. THE GOVERNMENT MAY CONTRACT WITH ANOTHER PARTY TO HAVE INSIDE WIRING AND TELEPHONE EQUIPMENT INSTALLED OR USE WIRING PROVIDED BY THE LESSOR, IF AVAILABLE. IN ANY CASE, SPACE FOR TELECOMMUNICATION EQUIPMENT SHALL BE PROVIDED BY THE LESSOR.

PUBLIC TELEPHONES:

AN APPROPRIATE NUMBER OF PUBLIC TELEPHONES SHOULD BE EQUIPPED FOR THOSE WITH HEARING DISABILITIES. AN APPROPRIATE NUMBER SHOULD BE MADE ACCESSIBLE TO PERSONS IN WHEELCHAIRS BY WALL MOUNTING THEM SO THE TOP OF THE PHONE IS NO MORE THAN 48 INCHES FROM THE FLOOR (FRONTAL APPROACH) OR 54 INCHES (PARALLEL APPROACH). THE LENGTH OF THE CORD FROM THE TELEPHONE TO THE HANDSET SHOULD BE AT LEAST 29 INCHES.

MODERN LOW BRIGHTNESS, PARABOLIC TYPE 2' X 4' OR 2' X 2' FLUORESCENT FIXTURES USING NO MORE THAN 2.0 WATTS/SQUARE FOOT SHALL BE PROVIDED. SUCH FIXTURES SHALL BE CAPABLE OF PRODUCING AND MAINTAINING A UNIFORM LIGHTING LEVEL OF 50 FOOT-CANDLES AT WORKING SURFACE HEIGHT THROUGHOUT THE SPACE. A LIGHTING LEVEL OF AT LEAST 20 FOOT-CANDLES AT FOOT LEVEL SHOULD BE MAINTAINED IN CORRIDORS PROVIDING INGRESS AND EGRESS TO THE GOVERNMENT LEASED SPACE. 1 TO 10 FOOT-CANDLES OR MINIMUM LEVELS SUFFICIENT TO ENSURE SAFETY SHOULD BE MAINTAINED IN OTHER NON-WORKING AREAS. WHEN THE SPACE IS NOT IN USE BY THE GOVERNMENT, INTERIOR AND EXTERIOR LIGHTING, EXCEPT THAT ESSENTIAL FOR SAFETY AND SECURITY PURPOSES, SHALL BE TURNED OFF.

BUILDING ENTRANCES AND PARKING AREAS MUST BE LIGHTED. BALLASTS ARE TO BE RAPID-START, THERMALLY PROTECTED, VOLTAGE REGULATING TYPE, UL LISTED AND ETL APPROVED.

OUTDOOR PARKING AREAS SHALL HAVE A MINIMUM OF ONE FOOT-CANDLE OF ILLUMINATION. INDOOR PARKING AREAS SHALL HAVE A MINIMUM OF 10 FOOT-CANDLES LEVEL ILLUMINATION.

SWITCHES AND CONTROLS FOR LIGHTING, HEAT, FIRE ALARMS AND ALL SIMILAR CONTROLS OF FREQUENT OR ESSENTIAL USE SHALL BE PLACED NO HIGHER THAN 54 INCHES FROM THE FLOOR WITH 48 INCHES PREFERRED. SWITCHES SHALL BE LOCATED ON COLUMNS OR WALLS BY DOOR OPENINGS. NO MORE THAN 1000 SQUARE FEET OF OPEN SPACE SHALL BE CONTROLLED BY ONE LIGHT SWITCH.

IF THE OFFEROR PROPOSES THAT THE GOVERNMENT PAY SEPARATELY FOR ELECTRICITY, NO MORE THAN 500 SQUARE FEET OF OFFICE MAY BE CONTROLLED BY ONE SWITCH OR AUTOMATIC LIGHT CONTROL AND MUST BE PROVIDED TO ALL

INITIALS: _____
LESSOR GOVERNMENT

73 ELECTRICAL: ADDITIONAL
DISTRIBUTION SPECS

74 TELEPHONE EQUIPMENT

75 LIGHTING: INTERIOR.

76 SWITCHES

77 ADDITIONAL ELECTRICAL
CONTROLS

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SPACE ON THE GOVERNMENT METER, EITHER THROUGH A BUILDING AUTOMATION SYSTEM, TIME CLOCK, OCCUPANT SENSOR, OR OTHER COMPARABLE SYSTEM ACCEPTABLE TO THE CONTRACTING OFFICER.

THE LESSOR SHALL PROVIDE SUITABLE PASSENGER AND FREIGHT ELEVATOR SERVICE TO ALL GSA-LEASED SPACE NOT HAVING GROUND LEVEL ACCESS. SERVICE SHALL BE AVAILABLE DURING THE HOURS SPECIFIED IN THE PARAGRAPH ENTITLED "NORMAL HOURS," BELOW. HOWEVER, ONE ELEVATOR SHALL BE AVAILABLE AT ALL TIMES FOR GOVERNMENT USE. GSA WILL BE GIVEN 24-HOUR ADVANCE NOTICE IF THE SERVICE IS TO BE INTERRUPTED MORE THAN 1-1/2 HOURS. INTERRUPTION SHALL BE SCHEDULED FOR MINIMUM INCONVENIENCE.

CODE:

ELEVATORS SHALL CONFORM TO THE CURRENT EDITIONS OF THE AMERICAN NATIONAL STANDARD A17.1, SAFETY CODE FOR ELEVATORS AND ESCALATORS, EXCEPT THAT ELEVATOR CABS ARE NOT REQUIRED TO HAVE A VISUAL OR AUDIBLE SIGNAL TO NOTIFY PASSENGERS DURING AUTOMATIC RECALL, AND ELEVATOR LOBBY SMOKE DETECTORS MUST NOT ACTIVATE THE BUILDING FIRE ALARM SYSTEM, BUT MUST SIGNAL THE FIRE DEPARTMENT OR CENTRAL STATION SERVICE AND CAPTURE THE ELEVATORS. THE ELEVATOR SHALL BE INSPECTED AND MAINTAINED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE AMERICAN NATIONAL STANDARD A17.2, INSPECTOR'S MANUAL FOR ELEVATORS.

ENTRANCE:

THE ELEVATOR ENTRANCE SHOULD PROVIDE A CLEAR OPENING OF AT LEAST 36 INCHES. THE INSIDE MEASUREMENTS SHALL BE A MINIMUM OF 51 INCHES DEEP AND 68 INCHES WIDE.

CALL BUTTONS:

FIFTY-FOUR INCHES WITH 48 INCHES PREFERRED IS THE MAXIMUM PERMISSIBLE HEIGHT FOR THE HIGHEST CALL BUTTON INSIDE THE CAB. HOWEVER, THE HIGHEST OPERABLE PART OF A TWO-WAY COMMUNICATION SYSTEM INSIDE THE CAB CANNOT EXCEED 48 INCHES FROM THE FLOOR. THE LOBBY CALL BUTTON SHOULD BE CENTERED AT 42 INCHES ABOVE THE FLOOR BUT NO HIGHER THAN 54 INCHES MAXIMUM.

SAFETY SYSTEMS:

ELEVATORS ARE TO BE EQUIPPED WITH TELEPHONES OR OTHER TWO-WAY EMERGENCY SIGNALLING SYSTEMS. THE SYSTEM USED SHALL BE MARKED AND REACH AN EMERGENCY COMMUNICATION LOCATION MANNED DURING NORMAL OPERATING HOURS WHEN THE ELEVATORS ARE IN SERVICE.

WHEN GOVERNMENT OCCUPANCY IS 3 OR MORE FLOORS ABOVE GRADE, AUTOMATIC ELEVATOR EMERGENCY RECALL IS REQUIRED.

SPEED:

THE PASSENGER ELEVATORS MUST HAVE A CAPACITY TO TRANSPORT IN 5 MINUTES 15 PERCENT OF THE NORMAL POPULATION OF ALL UPPER FLOORS (BASED ON 125 SQUARE FEET PER PERSON). FURTHER, THE DISPATCH INTERVAL BETWEEN ELEVATORS DURING THE UP-PEAK DEMAND PERIOD SHOULD NOT EXCEED 35 SECONDS.

THE LESSOR MUST HAVE A BUILDING SUPERINTENDENT OR A LOCALLY DESIGNATED REPRESENTATIVE AVAILABLE TO PROMPTLY CORRECT DEFICIENCIES.

SERVICES, UTILITIES; AND MAINTENANCE WILL BE PROVIDED DAILY, EXTENDING

INITIALS: _____
LESSOR GOVERNMENT

78 ELEVATORS

SECTION:
SERVICES, UTILITIES,
MAINTENANCE

79 GENERAL

80 NORMAL HOURS

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SERVICES, UTILITIES,
MAINTENANCE

7:00 AM TO 6:00 PM
EXCEPT SATURDAYS, SUNDAYS, AND FEDERAL HOLIDAYS.

(A) THE GOVERNMENT SHALL HAVE ACCESS TO THE LEASED SPACE AT ALL TIMES, INCLUDING THE USE OF ELEVATORS, TOILETS, LIGHTS, AND SMALL BUSINESS MACHINES WITHOUT ADDITIONAL PAYMENT.

(B) IF HEATING OR COOLING IS REQUIRED ON AN OVERTIME BASIS, SUCH SERVICES WILL BE ORDERED ORALLY OR IN WRITING BY THE CONTRACTING OFFICER OR GSA BUILDINGS MANAGER. WHEN ORDERED, SERVICES WILL BE PROVIDED AT THE HOURLY RATE NEGOTIATED PRIOR TO AWARD. COSTS FOR PERSONAL SERVICES SHALL ONLY BE INCLUDED AS AUTHORIZED BY GSA.

(C) WHEN THE COST OF SERVICE IS \$2,000 OR LESS, THE SERVICE MAY BE ORDERED ORALLY AND AN INVOICE SUBMITTED TO THE OFFICIAL PLACING THE ORDER FOR CERTIFICATION AND PAYMENT. ORDERS FOR SERVICES COSTING MORE THAN \$2,000 WILL BE PLACED USING A GSA FORM 300, ORDER FOR SUPPLIES OR SERVICES. THE CLAUSES ENTITLED "GSAR 552.232-70(A) PAYMENT DUE DATE" AND "GSAR 552.232-72 INVOICE REQUIREMENTS" ON THE GSA FORM 3517, GENERAL CLAUSES, APPLY TO ALL ORDERS FOR OVERTIME SERVICES.

(D) ALL ORDERS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS LEASE. IN THE EVENT OF A CONFLICT BETWEEN AN ORDER AND THIS LEASE, THE LEASE SHALL CONTROL.

THE LESSOR SHALL ENSURE THAT UTILITIES NECESSARY FOR OPERATION ARE AVAILABLE. The lessor shall furnish, at lessor's sole cost and expense, an electricity meter or meters. The lessor hereby warrants that said meter(s) shall meter solely the electricity consumed by the Government's leased space.

THE LESSOR IS RESPONSIBLE FOR THE TOTAL MAINTENANCE AND REPAIR OF THE LEASED PREMISES IN ACCORDANCE WITH PARAGRAPH 3, GSA FORM 3517. SUCH MAINTENANCE AND REPAIRS INCLUDE SITE AND PRIVATE ACCESS ROADS. ALL EQUIPMENT AND SYSTEMS SHALL BE MAINTAINED TO PROVIDE RELIABLE, ENERGY EFFICIENT SERVICE WITHOUT UNUSUAL INTERRUPTION, DISTURBING NOISES, EXPOSURE TO FIRE OR SAFETY HAZARDS, UNCOMFORTABLE DRAFTS, EXCESSIVE AIR VELOCITIES, OR UNUSUAL EMISSIONS OF DIRT. THE LESSOR'S MAINTENANCE RESPONSIBILITY INCLUDES INITIAL SUPPLY AND REPLACEMENT OF ALL SUPPLIES, MATERIALS, AND EQUIPMENT NECESSARY FOR SUCH MAINTENANCE. MAINTENANCE WORK AND THE TESTING AND INSPECTION OF APPROPRIATE EQUIPMENT AND SYSTEMS MUST BE DONE IN ACCORDANCE WITH APPLICABLE CODES, AND INSPECTION CERTIFICATES MUST BE DISPLAYED AS APPROPRIATE. COPIES OF ALL RECORDS IN THIS REGARD SHALL BE FORWARDED TO THE GSA FIELD OFFICE MANAGER OR A DESIGNATED REPRESENTATIVE.

WITHOUT ANY ADDITIONAL CHARGE, THE GOVERNMENT RESERVES THE RIGHT TO REQUIRE THE LESSOR OR HIS REPRESENTATIVE TO TEST ONCE A YEAR, WITH PROPER NOTICE, SUCH SYSTEMS AS FIRE ALARM, SPRINKLER, EMERGENCY GENERATOR, ETC TO ENSURE PROPER OPERATION. UPON REQUEST, APPROPRIATE OPERATIONS AND MAINTENANCE MANUALS SHALL BE MADE AVAILABLE FOR THE GOVERNMENT'S REVIEW DURING THESE TESTS. THESE TESTS SHALL BE WITNESSED BY A REPRESENTATIVE OF THE CONTRACTING OFFICER.

THE LESSOR SHALL PROVIDE SECURITY COMPARABLE TO THE TYPES OF PROTECTION GIVEN SIMILAR ENTERPRISES TO PREVENT ILLEGAL ENTRY OR LOITERING IN THE SPACE LEASED AND TO PREVENT UNAUTHORIZED ENTRY DURING OFF-DUTY HOURS.

THE GOVERNMENT RESERVES THE RIGHT TO REQUIRE THE LESSOR TO SUBMIT COMPLETED FINGERPRINT CHARTS AND PERSONAL HISTORY STATEMENTS FOR EACH EMPLOYEE OF THE LESSOR AS WELL AS EMPLOYEES OF THE LESSOR'S CONTRACTORS OR SUBCONTRACTORS WHO WILL PROVIDE BUILDING OPERATING SERVICES OF A CONTINUING NATURE FOR THE PROPERTY IN WHICH THE LEASED SPACE IS LOCATED. THE GOVERNMENT MAY ALSO REQUIRE THIS INFORMATION FOR EMPLOYEES OF THE LESSOR, HIS CONTRACTORS, OR SUBCONTRACTORS WHO WILL BE ENGAGED TO PERFORM ALTERATIONS OR EMERGENCY REPAIRS FOR THE PROPERTY.

IF REQUIRED, THE CONTRACTING OFFICER WILL FURNISH THE LESSOR WITH FORM FD-258, "FINGERPRINTING CHART" AND GSA FORM 176, "STATEMENT

INITIALS: LESSOR GOVERNMENT

81 OVERTIME USAGE

82 UTILITIES

83 MAINTENANCE AND TESTING OF SYSTEMS

84 SECURITY: ADDITIONAL REQUIREMENTS

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* The lesser shall timely furnish meter number(s) to the Contracting Officer. The Government shall thereupon pay for its electricity directly to the public utility company.

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SECTION**SERVICES, UTILITIES,
MAINTENANCE**

OF PERSONAL HISTORY" TO BE COMPLETED FOR EACH EMPLOYEE AND RETURNED BY THE LESSOR TO THE CONTRACTING OFFICER OR HIS DESIGNATED REPRESENTATIVE WITHIN 10 WORKING DAYS FROM THE DATE OF THE WRITTEN REQUEST TO DO SO. BASED ON THE INFORMATION FURNISHED, THE GOVERNMENT WILL CONDUCT SECURITY CHECKS OF THE EMPLOYEES. THE CONTRACTING OFFICER WILL ADVISE THE LESSOR IN WRITING IF AN EMPLOYEE IS FOUND TO BE UNSUITABLE OR UNFIT FOR HIS ASSIGNED DUTIES. EFFECTIVE IMMEDIATELY, SUCH AN EMPLOYEE CANNOT WORK OR BE ASSIGNED TO WORK ON THE PROPERTY IN WHICH THE LEASED SPACE IS LOCATED. THE LESSOR WILL BE REQUIRED TO PROVIDE THE SAME DATA WITHIN 10 WORKING DAYS FROM THE ADDITION OF NEW EMPLOYEE(S) TO THE WORKFORCE. IN THE EVENT THE LESSOR'S CONTRACTOR/SUBCONTRACTOR IS SUBSEQUENTLY REPLACED, THE NEW CONTRACTOR/SUBCONTRACTOR IS NOT REQUIRED TO SUBMIT ANOTHER SET OF THESE FORMS FOR EMPLOYEES WHO WERE CLEARED THROUGH THIS PROCESS WHILE EMPLOYED BY THE FORMER CONTRACTOR/SUBCONTRACTOR. THE CONTRACTING OFFICER MAY REQUIRE THE LESSOR TO SUBMIT FORM FD-258 AND GSA FORM 176 FOR EVERY EMPLOYEE COVERED BY THIS CLAUSE ON A 3-YEAR BASIS.

CLEANING IS TO BE PERFORMED AFTER TENANT WORKING HOURS UNLESS DAYTIME CLEANING IS SPECIFIED AS A SPECIAL REQUIREMENT ELSEWHERE IN THIS SOLICITATION. See para. S-3A and Attachment "G".

THE LESSOR SHALL MAINTAIN THE LEASED PREMISES, INCLUDING OUTSIDE AREAS IN A CLEAN CONDITION AND SHALL PROVIDE SUPPLIES AND EQUIPMENT. THE FOLLOWING SCHEDULE DESCRIBES THE LEVEL OF SERVICES INTENDED. PERFORMANCE WILL BE BASED ON THE CONTRACTING OFFICER'S EVALUATION OF RESULTS, NOT THE FREQUENCY OR METHOD OF PERFORMANCE.

**DAILY:

EMPTY TRASH RECEPTACLES AND CLEAN ASHTRAYS. SWEEP ENTRANCES, LOBBIES AND CORRIDORS. SPOT SWEEP FLOORS AND SPOT VACUUM CARPETS. CLEAN DRINKING FOUNTAINS. SWEEP AND DAMP MOP OR SCRUB TOILET ROOMS. CLEAN ALL TOILET FIXTURES AND REPLENISH TOILET SUPPLIES. DISPOSE OF ALL TRASH AND GARBAGE GENERATED IN OR ABOUT THE BUILDING. WASH INSIDE AND OUT OR STEAM CLEAN CANS USED FOR COLLECTION OF FOOD REMNANTS FROM SNACK BARS AND VENDING MACHINES. DUST HORIZONTAL SURFACES THAT ARE READILY AVAILABLE AND VISIBLY REQUIRE DUSTING. SPRAY BUFF RESILIENT FLOORS IN MAIN CORRIDORS, ENTRANCES AND LOBBIES. CLEAN ELEVATORS AND ESCALATORS. REMOVE CARPET STAINS. POLICE SIDEWALKS, PARKING AREAS AND DRIVEWAYS. SWEEP LOADING DOCK AREAS AND PLATFORMS.

**THREE TIMES A WEEK:

SWEEP OR VACUUM STAIRS.

**WEEKLY:

DAMP MOP AND SPRAY BUFF ALL RESILIENT FLOORS IN TOILETS AND HEALTH UNITS. SWEEP SIDEWALKS, PARKING AREAS AND DRIVEWAYS (WEATHER PERMITTING).

**EVERY TWO WEEKS:

SPRAY BUFF RESILIENT FLOORS IN SECONDARY CORRIDORS, ENTRANCE AND LOBBIES. DAMP MOP AND SPRAY BUFF HARD AND RESILIENT FLOORS IN OFFICE SPACE.

**MONTHLY:

THOROUGHLY DUST FURNITURE. COMPLETELY SWEEP AND/OR VACUUM CARPETS. SWEEP STORAGE SPACE. SPOT CLEAN ALL WALL SURFACES WITHIN 70" OF THE FLOOR.

**EVERY TWO MONTHS:

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DAMP WIPES TOILET WASTEPAPER RECEPTABLES, STALL PARTITIONS, DOORS, WINDOW SILLS AND FRAMES. SHAMPOO ENTRANCE AND ELEVATOR CARPETS.

THREE TIMES A YEAR:

DUST WALL SURFACES WITHIN 70" OF THE FLOOR, VERTICAL SURFACES AND UNDER SURFACES. CLEAN METAL AND MARBLE SURFACES IN LOBBIES. WET MOP OR SCRUB GARAGES.

TWICE A YEAR:

WASH ALL INTERIOR AND EXTERIOR WINDOWS AND OTHER GLASS SURFACES. STRIP AND APPLY FOUR COATS OF FINISH TO RESILIENT FLOORS IN TOILETS. STRIP AND REFINISH MAIN CORRIDORS AND OTHER HEAVY TRAFFIC AREAS.

ANNUALLY:

WASH ALL VENETIAN BLINDS AND DUST SIX MONTHS FROM WASHING. VACUUM OR DUST ALL SURFACES IN THE BUILDING OF 70" FROM THE FLOOR, INCLUDING LIGHT FIXTURES. VACUUM ALL DRAPES IN PLACE. STRIP AND REFINISH FLOORS IN OFFICES AND SECONDARY LOBBIES AND CORRIDORS. SHAMPOO CARPETS IN CORRIDORS AND LOBBIES. CLEAN BALCONIES, LEDGES, COURTS, AREAWAYS AND FLAT ROOFS.

EVERY TWO YEARS:

SHAMPOO CARPETS IN ALL OFFICES AND OTHER NON-PUBLIC AREAS.

EVERY FIVE YEARS:

DRY CLEAN OR WASH (AS APPROPRIATE) ALL DRAPES.

AS REQUIRED:

PROPERLY MAINTAIN PLANTS AND LAWNS, REMOVE SNOW AND ICE FROM ENTRANCES, EXTERIOR WALKS AND PARKING LOTS OF THE BUILDING. PROVIDE INITIAL SUPPLY, INSTALLATION AND REPLACEMENT OF LIGHT BULBS, TUBES, BALLASTS AND STARTERS. REPLACE WORN FLOOR COVERINGS (THIS INCLUDES MOVING AND RETURN OF FURNITURE). EXTERMINATE PESTS.

WITHIN 60 DAYS AFTER OCCUPANCY BY THE GOVERNMENT, THE LESSOR SHALL PROVIDE THE CONTRACTING OFFICER WITH A DETAILED WRITTEN SCHEDULE OF ALL PERIODIC SERVICES AND MAINTENANCE TO BE PERFORMED OTHER THAN DAILY, WEEKLY OR MONTHLY.

PERFORMANCE WILL BE BASED ON THE CONTRACTING OFFICER'S EVALUATION OF RESULTS AND NOT THE FREQUENCY OR THE METHOD OF PERFORMANCE. THE FOLLOWING PARAGRAPH DESCRIBES THE LEVEL OF SERVICES INTENDED.

LANDSCAPE MAINTENANCE IS TO BE PERFORMED DURING THE GROWING SEASON ON A WEEKLY CYCLE AND WILL CONSIST OF THE FOLLOWING:

* WATERING, MOWING AND POLICING AREA TO KEEP IT FREE OF DEBRIS.

PRUNING AND FERTILIZATION ARE TO BE DONE ON AN AS NEEDED BASIS. IN ADDITION, DEAD OR DYING PLANTS ARE TO BE REPLACED.

EQUIPMENT, SERVICES OR UTILITIES FURNISHED AND ACTIVITIES OF OTHER OCCUPANTS SHALL BE FREE OF SAFETY, HEALTH AND FIRE HAZARDS WHEN

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86 SCHEDULE OF
PERIODIC SERVICES

87 LANDSCAPE MAINTENANCE

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88 CODE VIOLATIONS

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HAZARDS ARE DETECTED, THEY MUST BE PROMPTLY CORRECTED AT THE LESSOR'S EXPENSE.

PORTABLE TYPE FIRE EXTINGUISHERS MEETING REQUIREMENTS OF NFPA STANDARD NO. 10 SHALL BE PROVIDED AND MAINTAINED BY THE LESSOR. INITIAL AND REPLACEMENT CHARGES FOR FIRE EXTINGUISHERS SHALL BE PROVIDED BY THE LESSOR. INSPECTION (QUICK CHECK) AND MAINTENANCE (THOROUGH CHECK) OF THESE EXTINGUISHERS SHALL BE DONE IN ACCORDANCE WITH NFPA STANDARD NO. 10.

89 PORTABLE FIRE
EXTINGUISHERS

STANDPIPES SHALL BE PROVIDED WHEN GOVERNMENT OCCUPANCY IS FOUR OR MORE FLOORS ABOVE GRADE AND SHALL CONFORM TO NFPA STANDARD NO. 14. STANDPIPES SHALL BE LOCATED IN STAIRWELLS AND SHALL BE EQUIPPED WITH A 3-1/2-INCH VALVED OUTLET AT EACH FLOOR LEVEL.

90 STANDPIPES

~~AUTOMATIC SPRINKLER REQUIREMENTS ARE AS FOLLOWS:~~

91 SPRINKLER SYSTEM

~~(1) REGARDLESS OF THE AMOUNT OF SPACE, WHEN THE GOVERNMENT LEASES SPACE ON THE 6TH FLOOR OR ABOVE, ALL FLOORS UP TO AND INCLUDING THE FLOOR OF OCCUPANCY MUST BE SPRINKLED.~~

~~(2) ALL FLOORS ON WHICH THE GOVERNMENT OCCUPIES BELOW GRADE SPACE, REGARDLESS OF THE AMOUNT, MUST BE SPRINKLED (INCLUDES GARAGE AREAS UNDER LEASE BY THE GOVERNMENT).~~

WHEREVER REQUIRED IN THE BUILDING, AUTOMATIC SPRINKLERS SHALL CONFORM TO NFPA NO. 13, BE MAINTAINED IN ACCORDANCE WITH NFPA NO. 13A, HAVE ELECTRICALLY SUPERVISED CONTROL VALVES (NFPA NO. 13), AND HAVE WATER-FLOW ALARM SWITCHES CONNECTED TO AUTOMATICALLY NOTIFY THE LOCAL FIRE DEPARTMENT (NFPA NO. 72B OR 72C) OR CENTRAL STATION (NFPA NO. 71). THE NOTIFICATION OF THE FIRE DEPARTMENT OR CENTRAL STATION SHALL BE ACCOMPLISHED THROUGH THE BUILDING FIRE ALARM SYSTEM. THE CENTRAL STATION FACILITY MUST BE LISTED BY UNDERWRITER'S LABORATORIES, INC. OR ANY OTHER APPROVED NATIONALLY RECOGNIZED TESTING LABORATORY.

92 ENGINEERED SMOKE
CONTROL SYSTEMS

ENGINEERED SMOKE CONTROL SYSTEMS ARE REQUIRED IN BUILDINGS, WHICH ARE TO BE CONSTRUCTED TO MEET THE SOLICITATION REQUIREMENTS, AND WILL BE 12 OR MORE STORIES IN HEIGHT. SUCH SYSTEMS SHALL BE MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. WHILE SUCH SYSTEMS ARE NOT REQUIRED IN EXISTING BUILDINGS TO BE LEASED BY THE GOVERNMENT, THEY SHALL BE MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS IF PRESENT.

93 MANUAL FIRE ALARM
SYSTEMS

A MANUAL FIRE ALARM SYSTEM SHALL BE PROVIDED IN BUILDINGS WHICH ARE 3 OR MORE STORIES IN HEIGHT; OR IN BUILDINGS OCCUPIED BY 100 OR MORE FEDERAL EMPLOYEES ABOVE OR BELOW GRADE; OR IN BUILDINGS CONTAINING MORE THAN 50,000 SQUARE FEET GROSS FLOOR AREA. MANUAL FIRE ALARM STATIONS SHALL BE MOUNTED 42 TO 54 INCHES ABOVE THE FLOOR AND LOCATED IN NORMAL EXIT PATHS ON EACH FLOOR AT OR NEAR STAIRWAYS AND EXITS. AN ALARM SHALL AUTOMATICALLY SOUND THROUGHOUT THE BUILDING UNLESS REQUIRED TO SOUND ONLY ON THE FIRE FLOOR BY LOCAL CODE. THE ALARM SOUND MAY BE BELLS, HORNS OR RECORDED VOICE MESSAGES. ALARMS SHALL BE AUTOMATICALLY SENT TO THE LOCAL FIRE DEPARTMENT IN ACCORDANCE WITH NFPA STANDARD 72B OR 72C OR TO A PRIVATELY OPERATED CENTRAL STATION PROTECTIVE SIGNALING SYSTEM CONFORMING TO NFPA STANDARD NO. 71. INSTALLATION, MAINTENANCE OPERATION, TESTING, AND EQUIPMENT SHALL CONFORM TO NATIONAL FIRE PROTECTION ASSOCIATION STANDARD NO. 72A AND CHAPTER 4 OF NFPA 72 H, GUIDE FOR TESTING PROCEDURES FOR LOCAL, AUXILIARY REMOTE STATION AND PROPRIETARY PROTECTIVE SIGNALING SYSTEMS.

THE FIRE ALARM SYSTEM WIRING AND EQUIPMENT MUST BE ELECTRICALLY SUPERVISED. EMERGENCY POWER MUST BE PROVIDED. IT MUST BE ABLE TO OPERATE THE SYSTEM IN THE SUPERVISORY MODE FOR 24 HOURS AND OPERATE ALL ALARM DEVICES AND SYSTEM OUTPUT SIGNALS FOR AT LEAST 30 MINUTES FOR BUILDINGS LESS THAN 12 STORIES HIGH AND FOR 1 HOUR FOR BUILDINGS 12 OR MORE STORIES. ALL ALARM INITIATING DEVICES, EXCEPT SMOKE DETECTORS, MUST BE CAPABLE OF SIGNALLING AN ALARM DURING A SINGLE BREAK OR A SINGLE GROUND

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FAULT.

~~WHEN THE GOVERNMENT'S OCCUPANCY IS ON THE 5TH FLOOR OR ABOVE, ALL FLOORS, INCLUDING THOSE BELOW, SHALL HAVE AN EMERGENCY TELEPHONE SYSTEM. THIS SYSTEM MUST PERMIT 2-WAY COMMUNICATION BETWEEN A CONTROL CONSOLE AND ANY EMERGENCY TELEPHONE STATION. EMERGENCY TELEPHONE STATIONS MUST BE PROVIDED ADJACENT TO EACH STAIRWAY AND EXIT DISCHARGE FROM THE BUILDING, AT EACH ELEVATOR LOBBY ON THE GROUND FLOOR, AND AT EACH FLOOR WHICH HAS BEEN DESIGNATED AS THE ONE FOR ALTERNATE ELEVATOR RECORD.~~

EMERGENCY LIGHTING MUST PROVIDE AT LEAST 0.5 FOOT CANDLE OF ILLUMINATION THROUGHOUT THE EXIT PATH, INCLUDING EXIT ACCESS ROUTES, EXIT STAIRWAYS, OR OTHER ROUTES SUCH AS PASSAGEWAYS TO THE OUTSIDE OF THE BUILDING. THE EMERGENCY LIGHTING SYSTEM USED MUST BE SUCH THAT IT WILL OPERATE EVEN IF THE PUBLIC UTILITY POWER FAILS, EXCEPT THAT IN BUILDINGS 6 STORIES OR LESS, THE SYSTEM MAY BE POWERED FROM CONNECTIONS TO SEPARATE SUB-STATIONS OR TO A NETWORK SYSTEM FROM THE PUBLIC UTILITY. AUTOMATIC SWITCHING MUST BE PROVIDED FOR THE EMERGENCY POWER SUPPLY.

94 EXIT AND EMERGENCY
LIGHTING

IF SPACE CANNOT MEET DETAILED SAFETY AND FIRE PREVENTION REQUIREMENTS, ALTERNATIVE MEANS OF PROTECTION WILL BE CONSIDERED. FOR EXAMPLE, IF STAIRWAYS ARE TOO NARROW, AUTOMATIC SPRINKLER PROTECTION THROUGHOUT THE BUILDING MAY MAKE THE SPACE ACCEPTABLE. ALL OFFERORS MUST PROVIDE WITH THEIR OFFER A WRITTEN ANALYSIS FROM A REGISTERED FIRE PROTECTION ENGINEER FULLY DESCRIBING ANY EXCEPTIONS TAKEN TO THE FIRE PROTECTION REQUIREMENTS OF THIS SOLICITATION. THIS ANALYSIS MUST INCLUDE CERTIFICATION BY THE ENGINEER THAT THE ALTERNATIVE PROTECTION WILL ACHIEVE A LEVEL OF RISK NOT MEASURABLE GREATER THAN THAT IMPOSED BY THE GOVERNMENT CRITERIA. THE CERTIFICATION MUST ALSO INCLUDE THE ENGINEER'S SEAL AND REGISTRATION NUMBER. ALL ANALYSES MUST BE REVIEWED AND APPROVED BY THE CONTRACTING OFFICER PRIOR TO LEASING THE SPACE.

95 ALTERNATIVE FIRE-
PROTECTION FEATURES

FIRE DOORS SHALL CONFORM WITH NATIONAL FIRE PROTECTION ASSOCIATION STANDARD NO. 80.

96 FIRE DOORS

AIR CONTAMINANT LEVELS (E.G., DUST, VAPOR, FUMES, GASES) SHALL NOT EXCEED THOSE IN 29 CFR 1910.1000 AND 1910.1001. WHEN ACTUAL CONCENTRATION LEVELS EQUAL OR EXCEED 50% OF THE LEVELS IN 29 CFR 1910, CONTROL ACTIONS SHALL BE INITIATED. VENTILATION SYSTEMS HAVING AIR STREAMS WHICH PASS THROUGH WATER SHALL HAVE THE WATER TREATED WITH AN EPA REGISTERED BIOCIDES TO CONTROL ETIOLOGICAL ORGANISMS. THE LESSOR SHALL ASSIST THE GOVERNMENT IN DEVELOPING A PLAN ACCEPTABLE TO THE GOVERNMENT TO PROTECT OCCUPANTS OF THE BUILDING DURING EMERGENCIES SUCH AS FIRES, BOMB THREATS, AND POWER LOSS.

97 SAFETY - AIR
CONTAMINANT LEVELS.

ASBESTOS: *****

NO ASBESTOS-CONTAINING FIREPROOFING OR INSULATION ON BUILDING STRUCTURES, ACOUSTICAL TREATMENT, MOLDED OR WET-APPLIED CEILING OR WALL FINISHES, DECORATIONS, OR PIPE AND BOILER INSULATION (INCLUDING DUCT, TANK, ETC.) WILL BE PERMITTED.

ASBESTOS IN A SOLID MATRIX ALREADY IN PLACE (E.G. VINYL ASBESTOS FLOOR TILE, SHEETROCK/DRYWALL, TRANSITE PANNELLING OR FELS) WILL BE PERMITTED PROVIDED IT IS NOT DAMAGED OR DETERIORATED AND A SPECIAL OPERATIONS AND MAINTENANCE PROGRAM, IN ACCORDANCE WITH CHAPTER 10 OF GSA'S HANDBOOK NUMBERED PBS P 5900.2B, IS ESTABLISHED AND APPROVED BY THE CONTRACTING OFFICER PRIOR TO THE AWARD OF A LEASE.

ALL OFFERORS ARE SUBJECT TO THE ASBESTOS INSPECTION AND TESTING PROVISIONS SPECIFIED IN PARAGRAPH 7 OF THE ATTACHED GSA FORM 3517 (GENERAL CLAUSES).

POST-ASBESTOS-ABATEMENT AIR MONITORING REQUIREMENTS, IN ACCORDANCE WITH GSA PROCEDURES, ARE TO BE COMPLIED WITH BY THE LESSOR WHEN APPLICABLE.

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The Building is SUBJECT TO THE ASBESTOS INSPECTION AND TESTING PROVISIONS SPECIFIED IN PARAGRAPH 7 OF THE ATTACHED GSA FORM 3517 (GENERAL CLAUSES).

FOR SPACE IN BUILDINGS CONTAINING ACM AS DEFINED IN PARAGRAPH 2 OF GSA FORM 3518, OFFERORS MUST INCLUDE WITH THEIR OFFER (UNLESS THE TIME FRAME IS OTHERWISE EXTENDED BY THE CONTRACTING OFFICER) AN ASBESTOS TESTING REPORT, ACCEPTABLE TO THE CONTRACTING OFFICER. THE ASBESTOS TESTING REPORT MUST CONSIST OF THE IDENTITY AND EVIDENCE OF THE QUALIFICATIONS (EDUCATION AND EXPERIENCE) OF THE PERSON COLLECTING BULK SAMPLES, THE BULK SAMPLE LOG, AND, IF APPLICABLE, AN ABATEMENT PLAN PREPARED IN ACCORDANCE WITH CHAPTER 10 OF GSA'S HANDBOOK NUMBERED PBS P 5900.2B. THE SAMPLES MUST BE ANALYZED BY A LABORATORY WHICH HAS SUCCESSFULLY PARTICIPATED IN THE ENVIRONMENTAL PROTECTION AGENCY (EPA) QUALITY ASSURANCE PROGRAM. SUCCESSFUL PARTICIPATION IS DEFINED AS PARTICIPATION IN AT LEAST 2 OR THE LAST 3 ROUNDS IN THE EPA PROGRAM AND HAVE CORRECTLY ANALYZED AT LEAST 75 PERCENT OF THE SAMPLES TESTED IN THESE ROUNDS. ALL ACTION TAKEN TO ENSURE COMPLIANCE WITH THIS REQUIREMENT SHALL BE ACCOMPLISHED AT NO EXPENSE TO THE GOVERNMENT.

THE LESSOR AGREES TO COMPLY WITH OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) SAFETY AND HEALTH STANDARDS WHICH ARE LOCATED AT TITLE 29 OF THE CODE OF FEDERAL REGULATIONS (29 CFR).

THE GUARDING OF OPENINGS AND HOLES IN FLOORS AND WALLS MUST COMPLY WITH 29 CFR 1910.23.

THE DESIGN AND CONSTRUCTION OF FIXED STAIRS MUST COMPLY WITH 29 CFR 1910.24.

THE DESIGN AND CONSTRUCTION OF FIXED LADDERS MUST COMPLY WITH 29 CFR 1910.27 OR MUST BE CLEARLY MARKED OR SECURED TO PREVENT GOVERNMENT EMPLOYEE USE.

PHYSICAL HAZARDS MUST BE MARKED ACCORDING TO 29 CFR 1910.144.

WHERE GOVERNMENT EMPLOYEES ARE EXPOSED TO MACHINERY PROVIDED BY THE LESSOR, THE MACHINERY MUST BE GUARDED ACCORDING TO 29 CFR 1910.212.

ALL TOOLS AND EQUIPMENT PROVIDED BY THE LESSOR FOR GOVERNMENT USE MUST COMPLY WITH THE APPLICABLE STANDARDS OF 29 CFR 1910.

ANY CONSTRUCTION/REPAIR AND ALTERATION WORK DONE FOR/BY THE LESSOR SHALL COMPLY WITH THE CURRENT EDITION OF THE OSHA SAFETY AND HEALTH STANDARDS FOR CONSTRUCTION INDUSTRY, 29 CFR 1926 AND APPLICABLE PORTIONS OF 29 CFR 1910.

**98 INSPECTION
AND TESTING****99 BULK SAMPLE ANALYSIS
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SITE PREPARATION CRITERIA
ADP/PBX COMPUTER ROOM

Provide a computer room of approximately 500 square feet complete with facilities as outlined herein and as required by the various codes. Computer room shall be in complete accord with the requirements and recommendations of the National Fire Protection Association's standards for Electronic Computer/Data Processing Equipment. This shall include but not be limited to methods of construction, safety equipment, fire alarm system, smoke detection systems, grounding, emergency shutdown, etc.

ARCHITECTURAL

1. The computer room shall be located as close as possible to the existing telephone equipment room to facilitate cabling requirements and to permit establishment of the Demarcation Point as near to the main telephone feeder cable as possible. Computer room shall not be located on an exterior wall nor shall it contain windows.
2. Computer room shall be a secure area with slab to slab partitions. Partitions shall be constructed of steel studs and gypsum wallboard with a vapor barrier, insulation and a semi-gloss or gloss enamel paint finish. Partitions shall have a minimum Sound Transmission Class(STC) of 47.
3. Doors shall have glass viewing panels of largest size permitted by fire regulations. Provide a door locking system and a door alarm system. (Simplex push button door lock, model #1000-1, and Detex audible alarm, or equivalents).
4. Flooring - See attachment "F", type "B".
5. Ceiling shall be a suspended ceiling system with a minimum height of 8'-0" above the finished raised floor. Ceiling tile shall be glass fibre with glass cloth face, plastic sheet backing vapor barrier and a Noise Reduction Coefficient (NRC) of a minimum of .95.
6. The Main Distribution Frame(MDF) requires four (4) sheets of 3/4"x4'x8' plywood mounted horizontally on the wall(s) for mounting of cut-down blocks. The plywood shall be built out with 2x4's to create cable space behind the boards. All plywood and lumber shall be fire-retardant treated wood having a flame spread rating of not over 25. Plywood shall be finished with one coat of primer and two coats of varnish.

Lessor

Government

AIR CONDITIONING

1. All computer equipment will be left on line 24 hours/day, 7 days/week. Electric power and air conditioning shall be provided to accommodate this continuous operation. Air conditioning systems shall be provided that will assure continued required cooling in case of failure of any one AC Unit or system component.
2. Mechanical facilities are required to provide a computer room environment of 72°F D.B. plus or minus 2°F and a relative humidity of 50% plus or minus 5%. Mechanical work shall include furnishing and installing computer room air conditioning units complete with all necessary accessories and piping, temperature and humidity recorders, and fresh air ventilation.
3. In addition to normal building cooling load, the following shall be used in the cooling load calculations for the computer room area:
Computer Equipment Heat Dissipation = 250 Btuh/sq. ft.
Sensible heat dissipation
Occupancy = 3 persons
4. The air conditioning system for the computer room shall be separate and independent of building systems. The system shall be comprised of self-contained air conditioning systems specifically designed for down flow installation in computer room facilities. There shall be at least one operating standby unit of equal capacity as the normal operating units to allow shutdown of a unit for repair and maintenance.

ELECTRICAL

1. In addition to the normal building electric load, provide additional power for the special air conditioning and dedicated power supply for the computer equipment located in the computer room.
2. Electrical distribution, power system and floor grounding, safety, etc. shall be provided in accordance with the recommendations of the National Bureau of Standards FIPS Publication 94 "Guidelines on Electrical Power for ADP Installations"

Lessor

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3. An Uninterruptible Power Supply (UPS) unit and the branch circuit wiring between the UPS unit and the individual pieces of computer equipment will be furnished and installed in the computer room by the government.
4. Provide two (2) dedicated electrical feeders to the computer room that are not subject to variations in voltage, impulses, etc. caused by starting of motors, etc. Feeders shall be nominally 480 volt, three phase plus ground as follows:
UPS Normal Supply 100 Amps.
UPS Maint. By - pass 70 Amps.
5. Terminate feeders under raised floor with sealtite conduit. Provide sufficient slack sealtite and cable to permit connection to UPS unit.
6. A lighting level of 50 footcandles maintained shall be provided at the floor level. Lighting fixture layout shall be coordinated with computer room equipment layout. Provide emergency lighting in computer room (10 candle foot- floor level).
7. Duplex receptacles shall be provided at 12'-0" O.C. along entire perimeter of room. Receptacles shall be fed from building house power.

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ADP/PBX COMPUTER ROOM - SECURITY & FIRE/SAFETY REQUIREMENTS

1. All doors to the computer room shall be provided with flush mounted high security balanced magnetic reed type contacts which shall sound a local alarm if the door(s) is violated while in the secure mode.
2. An intrusion detection system is to be provided to monitor the room during off-hours, when the space is unoccupied. This system is to be connected to the tenant agency's perimeter alarm (see paragraph S-6).
3. An emergency exit door may be required, with emergency exit hardware on the inside, and shall be key operated, only, from the outside.
4. A protected-type emergency pushbutton station is to be provided for the computer room, adjacent to the room's exit(s). The station(s) shall shut down the computer power and HVAC system into this room. The station(s) shall be labelled "EMERGENCY POWER AND HVAC SHUTDOWN".
5. An ionization-type smoke detection system is to be provided in the room. Detectors shall be located on the ceiling, in the space above the drop ceiling, and in the space below the raised floor. Detectors shall be provided with air shields, where required. A smoke detection control panel shall be located in the room, complete with a graphic panel indicating the location of each detector. The graphic panel shall indicate trouble, as well as alarm.
6. Room temperature and humidity supervision devices (sensors or probes) are to be installed in the room to detect low/high humidity conditions. Wall mounted temperature and humidity recorders are to be installed inside the room for local visual monitoring of the environment.
7. Sensor(s) to detect power loss of the main feeder to the computer equipment is to be installed, with appropriate alarm.

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8. Provision is to be made, by the lessor, for all alarms in the computer room to be tied into the tenant agency's perimeter alarm system (see paragraph S-6).

9. Class A-C fire extinguisher is to be provided adjacent to the exit door(s).

10. Water detection devices are to be installed under the raised floor, which when activated will annunciate an alarm.

11. A halon fire extinguishing system is to be provided in the computer room. If the building is sprinklered, then the sprinkler heads in this room are to be capped.

Lessor _____

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UNDERFLOOR DUCT SYSTEM - To be installed in office areas

(b) (7)(F)



RAISED FLOORING - to be installed in computer type space

See Attachment "F", type "B".

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HOWER INSTALLATION:

**CABINET SHOWERS and
DRESSING COMPARTMENTS**

Full Flush Cabinet Showers with Terrazzo Receptors are furnished in a design similar to our Toilet Compartments. Watertight, leak-proof, double wall insulated unit 1" thick, offers maximum durability. Available in sizes 32" x 32" x 82" and 36" x 36" x 82". Shipped knocked down; designed for speedy assembly. Dressing Compartments are also available in a design to match the shower cabinet.



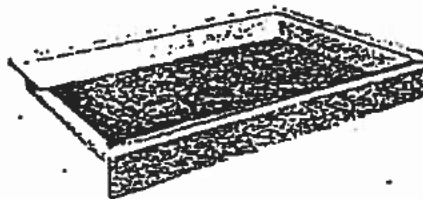
SINGLE ENTRY



GENERAL PARTITIONS MANUFACTURING CORPORATION

1702 PENINSULA DRIVE ERIE, PA 16505-4243
P.O. BOX 8370 ERIE, PA 16505-0370
PHONE 814/833-1154 TELEX 914 539

**MOLDED
RECEPTORS**



Recessed Model — One piece with integral threshold and flanged three sides. Front opening model with 1½" high tiling-in flanges on both sides and back for recess installation. Can be used with shower door or curtain above threshold. Drain included.

For additional information on American Sanitary Flex-Wall Office Partitions, Office Dividers, and Cabinet Showers, please write for complete catalog.

Lessor

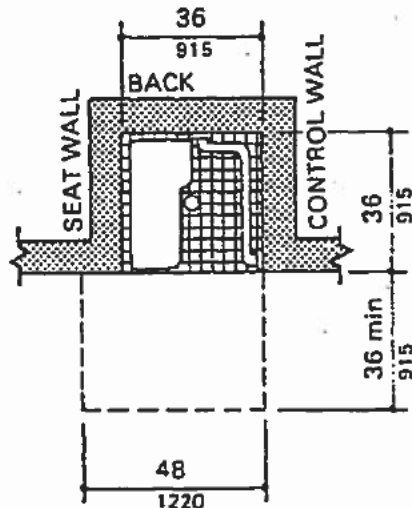
Government

4.21 Shower Stalls

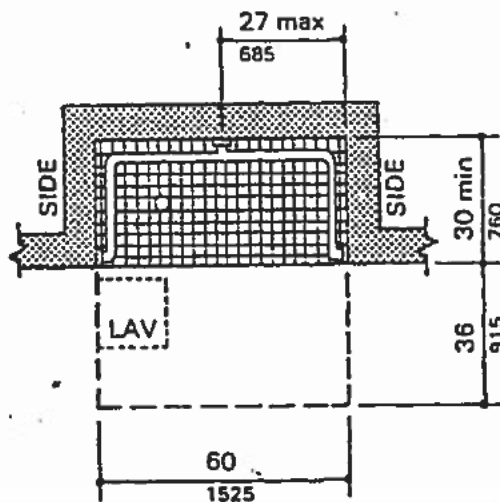
4.21.1 General. Accessible shower stalls shall comply with 4.21. For shower stalls in dwelling units, see 4.32.4.3.

4.21.2 Size and Clearances. Shower stall size and clear floor space shall comply with Fig. 35(a) or (b). The shower stall in Fig. 35(a) shall be 36 in (915 mm) by 36 in (915 mm). The shower stall in Fig. 35(b) will fit into the space required for a bathtub.

*See Appendix for additional information.



(a) 36-in by 36-in (915-mm by 915-mm) Stall



(b) 30-in by 60-in (760-mm by 1525-mm) Stall

Fig. 35
Shower Sizes and Clearances

4.21.3 Seat. A seat shall be provided in shower stalls 36 in by 36 in (915 mm by 915 mm) and shall be as shown in Fig. 36. The seat shall be mounted 17 in to 19 in (430 mm to 485 mm) from the bathroom floor and shall extend the full depth of the stall. The seat shall be on the wall opposite the controls. The structural strength of seats and their attachments shall comply with 4.24.3.

4.21.4 Grab Bars. Grab bars complying with 4.24 shall be provided as shown in Fig. 37.

4.21.5 Controls. Faucets and other controls complying with 4.25.4 shall be located as shown in Fig. 37. In shower stalls 36 in by 36 in (915 mm by 915 mm), all controls, faucets, and the shower unit shall be mounted on the side wall opposite the seat.

4.21.6 Shower Unit. A shower spray unit shall be provided with a hose at least 60 in (1525 mm) long that can be used as a fixed shower head or as a hand-held shower. If an adjustable-height shower head mounted on a vertical bar is used, the bar shall be installed so as not to obstruct the use of grab bars.

4.21.7 Curbs. If provided, curbs in shower stalls 36 in by 36 in (915 mm by 915 mm) shall be no higher than 4 in (100 mm). Shower stalls that are 30 in by 60 in (760 mm by 1525 mm) shall not have curbs.

4.21.8 Shower Enclosures. If provided, enclosures for shower stalls shall not obstruct controls or obstruct transfer from wheelchairs onto shower seats.

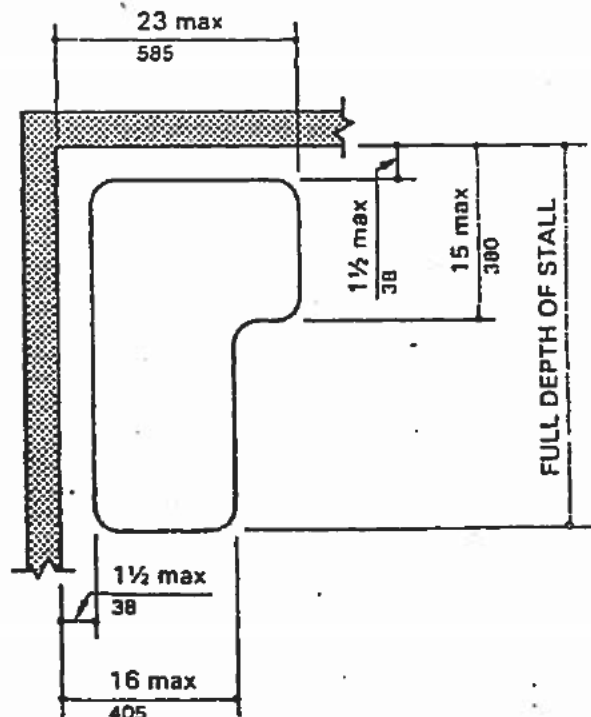


Fig. 36
Shower Seat Design

Handicap Accessible Shower
Alternative A

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4.32.4.5 Showers. If a shower is provided, it shall have the following features:

(1) *Size and Clearances.* Shower stall size and clear floor space shall comply with either Fig. 35(a) or (b). The shower stall in Fig. 35(a) shall be 36 in by 36 in (915 mm by 915 mm). The shower stall in Fig. 35(b) will fit into the same space as a standard bathtub, 60 in (1525 mm) long.

(2) *Seat.* A seat shall be provided in the shower stall in Fig. 35(a) as shown in Fig. 36. The seat shall be 17 in to 19 in (430 mm to 485 mm) high measured from the bathroom floor and shall extend the full depth of the stall. The seat shall be on the wall opposite the controls. The structural strength of seats and their attachments shall comply with 4.24.3. Seats shall be mounted securely and shall not slip during use.

(3) *Grab Bars.* Grab bars shall be installed within the range of heights shown in Fig. 37 and shall comply with 4.24, or structural reinforcement or other provisions, as shown in Fig. 49, shall be made that will allow installation of grab bars meeting these requirements.

(4) *Controls.* Faucets and other controls shall be located as shown in Fig. 37 and shall comply with 4.25.4. In the shower stall in Fig. 35(a), all controls, faucets, and the shower unit shall be mounted on the side wall opposite the seat.

(5) *Shower Unit.* A shower spray unit shall be provided with a hose at least 60 in (1525 mm) long that can be used as a fixed shower head at various heights or as a hand-held shower. If an adjustable-height shower head mounted on a vertical bar is used, the bar shall be installed so as not to obstruct the use of grab bars.

4.32.4.6 Bathtub and Shower Enclosures.

Enclosures for bathtubs or shower stalls shall not obstruct controls or transfer from wheelchairs onto shower or bathtub seats. Enclosures on bathtubs shall not have tracks mounted on their rims.

4.32.4.7 Clear Floor Space. Clear floor space at fixtures may overlap.

Page 2

Handicap Accessible Shower
Alternative B

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SPECIFICATION FOR ACCESS FLOORING

Note: Raised flooring referenced in the solicitation is access flooring as described below.

PART 1 - GENERAL1.01 DESCRIPTION OF WORK:

- A. Definition: Access flooring is a complete portable assembly including a series of modular floor panels with an elevated supporting system (understructure) forming an accessible underfloor cavity to accommodate ducts, conduits, cables, piping and other services and to provide, where required, a plenum for air distribution.

1.02 SYSTEM PERFORMANCES: TYPE "A", primarily for general office use; TYPE "B", primarily for computer room use:

- A. Structural Performance: Provide manufacturer's standard access flooring system which, when installed, complies with the following minimum requirements for structural performance.

1. Floor Panels: Units, including those with cutouts, capable of supporting loads of type and magnitude indicated below:

- a. Concentrated loads of following magnitude, applied to one square inch located anywhere on panel, with a deflection under load and a permanent set not to exceed, respectively, 0.080" and 0.010".

- 1) 600 lbs for a TYPE "A" floor
- 2) 1000 lbs for a TYPE "B" floor

- b. Rolling loads of the following magnitude, applied to panels through a wheel or caster of material and size indicated, with a surface deformation and permanent set not to exceed 0.020 inch after exposure to rolling load for number of passes indicated.

- 1) TYPE "A" FLOOR - 500lbs. applied anywhere on panel through 6 inch diameter and 1 1/2 inch wide wheel made of hard neoprene.
- 2) TYPE "B" FLOOR - 800lbs. applied anywhere on panel through 6 inch diameter and 1 1/2 inch wide wheel made of hard neoprene.
- 3) Exposure: 10,000 passes of rolling load indicated.

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c. Impact Loads: Capable of withstanding an impact load of 100 lbs (for TYPE "A") or 120 lbs (for TYPE "B") when dropped from 12 inches onto a one square inch located anywhere on panel, with an indentation not to exceed 0.060 inch.

2. Pedestals: Pedestal assemblies capable of withstanding the following types of loads per pedestal, without panels or other supports in place.

a. Bending moment of 1000 inch-pounds.

b. Axial load of 5,000 lbs.

3. Grid System: Stringers capable, without panels in place, of supporting a concentrated load of 200 lbs. at center of span with a permanent set not to exceed 0.010".

4. Ultimate Strength: Entire access floor system capable of sustaining twice the concentrated panel loading indicated.

B. ELECTRICAL CHARACTERISTICS of System: (TYPE "B", only) Provide manufacturer's standard access flooring system which, when installed, has the following electrical characteristics:

1. Panel to Understructure Resistance: Not more than 10 ohms.

2. Static-Control Floor Covering Resistance: Not less than 500,000 ohms nor more than 20,000 megohms measure across surface of floor covering through panel to understructure by test method for conductive flooring specified in NFPA 56A.

1.03 QUALITY ASSURANCE:

A. NFPA Standard: This access flooring shall, when installed, comply with the requirements of NFPA No. 75 for raised floors.

PART 2 - PRODUCTS

2.01 MATERIALS AND FABRICATION:

A. Standard Field Panels: Modular panels which are interchangeable with other standard field panels, easily placed and removed without disturbing adjacent panels or understructure by one person using a portable lifting device, free of exposed metal edges in installed position with floor covering in place.

1. Nominal Size: 24" x 24" .

2. Fabricate panels to size required plus or minus 0.005" with a squareness tolerance, expressed as the difference between diagonal measurements from corner to corner of plus or minus 0.015" and with a flatness tolerance of plus or minus 0.020" measured on diagonal on top of panel.

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3. Steel-Covered Concrete Core Panels: Manufacturer's standard panel construction consisting of flat cold-rolled steel top sheet and die-formed cold-rolled steel bottom pan with light-weight cementitious core; top and bottom sheets joined together by resistance welding to form an enclosed assembly.
- Protect metal surfaces against corrosion with manufacturer's standard factory-applied finish.
 - Fabricate units with holes drilled in corners to align precisely with threaded holes in pedestal heads and stringers.
- B. Floor Covering: Finish tops of floor panels to comply with the following requirements:
- TYPE "A": panels to accept floor finish specified in solicitation.
 - TYPE "B": Provide floor covering material below, complying with colors and patterns, as selected by the Contracting Officer from manufacturer's standard colors and patterns:
 - Plastic Laminate: NEMA LD 3, High Wear Type, Grade HW 120 (0.120" thick), fabricated in one piece to cover each panel face within perimeter plastic edging.
- C. Pedestals: Provide manufacturer's standard pedestal assembly including base, column with provisions for height adjustment, and head (cap); made either of steel or aluminum or a combination of both.
- Base: Square or circular base with not less than 16 sq. in. of bearing area.
 - Provide vibration proof mechanism for making and holding fine adjustments in height for leveling purposes over a range of not less than 2". Include means of locking leveling mechanism at a selected height, which requires deliberate action to change height setting and prevents vibratory displacement.
 - Fabricate units of sufficient height to provide seven(7) inches (nominal) for TYPE "A" between finish surface and rough floor. Provide twelve(12) inches (minimum) for TYPE "B" between finish surface and rough floor.
 - Head: Of proper type for direct, bolted support of floor panels. Fabricate head with 4 threaded holes aligned with holes in floor panels for positive bolting of panels to pedestals.
 - Provide fasteners and fittings for attaching panels to pedestals and stringers.

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D. Grid Systems: Manufacturer's standard steel modular stringer system, designed and fabricated to interlock with pedestal head and to form a grid pattern with members under each edge of each floor panel and with a pedestal under each corner of each floor panel. Protect steel components against corrosion with manufacturer's standard galvanized or paint finish.

1. Bolted Grid: System of main and cross stringers connected to pedestals with threaded fasteners accessible from above.

2.02 ACCESSORIES:

A. Colors and Finishes: For exposed accessories available in more than one standard color or finish, provide color or finish selected by the Contracting Officer from manufacturer's full range of standard colors and finishes.

B. Cutouts: Fabricate cutouts in floor panels to accommodate cable penetrations and service outlets. Comply with requirements indicated for size, shape, number and location. Provide reinforcement or additional support, if needed, to make panels with cutouts comply with standard performance requirements.

1. Trim edge of cutouts with manufacturer's standard plastic molding having tapered top flange.

- a. Furnish removable covers for grommets.

- b. Locate @ midpoint of a panel edge.

C. Service Outlets: Manufacturer's standard assemblies, for mounting flush with top of floor panels, designed and fabricated to accommodate power, communication and signal cables.

1. Location: Locate in center of panel quadrant, next to edge.

2. Receptacles and Wiring: Equip each power outlet with receptacles to comply with requirements indicated below.

- a. Type of Receptacle: Heavy-duty duplex, 2-pole, 3-wire grounding, 20 amperes, 125 volts, NEMA configuration 5-20R unless otherwise indicated.

- b. Number of Receptacles per Outlet: As shown on drawings provided.

- c. Wiring Method: Per local code(s). Provide 6 ft. minimum slack in wiring to service outlet, to permit relocation of panel and outlet.

D. Perforated Panels (Type "B" Floor only): Manufacturer's standard perforated air flow panel with high pressure plastic laminate floor covering and equivalent in strength to standard field panel. Provide percent of open area as selected by the Contracting Officer from manufacturer's standard offerings.

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1. Dampers: Manufacturer's standard air volume control dampers with no metal parts exposed to contact on wearing surface.
- E. Plenum Dividers: Manufacturer's standard metal plenum divider located where required to divide underfloor plenum.
- F. Vertical Closures: Where underfloor cavity is not enclosed by abutting walls, columns, beams, or downturned slabs, provide manufacturer's standard metal closure plates with factory-applied finish.
- G. Ramps & Steps: Manufacturer's standard construction, and of same materials, performance and construction requirements as the access flooring.
- H. Railings: Manufacturer's standard satin-finish extruded aluminum post- and rail-type railings, at ramps and open-sided perimeter of access flooring. Include handrail, intermediate rails, posts, brackets, end caps, wall returns, wall and floor flanges, plates and anchorages where required.

3.02 INSTALLATION:

- A. Install floor system and accessories to ensure rigid, firm installation free of vibration, rocking, rattles, squeaks, and other unacceptable performance.
- B. Install all members in accordance with manufacturer's instructions.
- C. Level installed access floor to within 0.10" of true level over the entire area and within 0.0625" in any 10' distance.
- D. Prepare building structural floor in accordance with access floor manufacturer's recommendations. Bare concrete floors beneath a Type "B" floor shall be sealed.
- E. Type "B" floors shall be grounded in accordance with applicable codes

Lessor

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HEALTH FITNESS CENTEREXERCISE FACILITY - JANITORIAL SERVICES

Cleaning is to be performed after the operating hours of the Exercise facility, unless daytime cleaning is specified as a special requirement elsewhere in this solicitation. The Contracting Officer will notify the lessor if the facility hours are different from the hours specified in the paragraph entitled "NORMAL HOURS". Any questions should be referred to the Contracting Officer.

TWICE A DAY

Police the facility, free it of all paper, trash, and other discarded materials. Empty trash receptacles.

DAILY

Clean drinking fountains and door glass. Vacuum full rug area and sweep and wet mop or scrub floor, locker and toilet rooms utilizing a germicidal and fungicidal cleaner disinfectant. Clean all toilet and shower fixtures (water closets, urinals, sinks, shower stalls, mirrors, waste receptacles, dispensers) and wall surfaces with cleaner disinfectant. They shall be clean and bright; there shall be no dust, stains, rust, green mold, encrustation, or excess moisture. Clean tables, benches, counters and desk tops. Replenish toilet supplies and room deodorizer (Supply paper towels where dispensers are provided). Dust horizontal surfaces that are readily available and visibly require dusting. Remove carpet stains.

WEEKLY

Dust vertical surfaces and under surfaces of furniture (knee wells, chair rungs, table legs, etc.). Damp wipe vertical surfaces of lockers and telephone areas. Damp mop and spray buff all hard and resilient floors.

MONTHLY

Damp wipe both sides of all glass in partitions and any other glass within approximately 70" of the floor.

QUARTERLY

Clean by dusting or vacuuming surfaces and objects approximately 70" or more from the floor. This includes but is not limited to the wall and ceiling area adjacent to ventilating and air conditioning outlets, transoms, clocks, molding around ceilings, tops of partitions, overhead pipes, wall fans, pictures, plaques, wall or ceiling light diffusers, file cases, bookcases, lockers, walls, etc.

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TWICE A YEAR

Wash all interior and exterior windows. Strip and apply four coats of finish to toilet floors.

ANNUALLY

Wash all venetian blinds and dust six months from washing. Vacuum all drapes in place. Wash all walls with a germicidal solution. Strip and apply four coats of floor finish to resilient floors.

EVERY FIVE YEARS

Dry clean or wash (as appropriate) all drapes.

AS REQUIRED

Provide initial supply, installation and replacement of light bulbs, tubes, ballast and starters. Replace worn floor coverings (this includes moving and return of furniture). Exterminate pests.

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-10 - DEFINITIONS (JUN 1985)

- (a) The terms "contract" and "Contractor" shall mean "lease" and "Lessor," respectively.
- (b) If the lease is a sub-lease, the term "Lessor" means the sub-lessor.
- (c) The term "Lessor shall provide" means the Lessor shall furnish and install.

2. 552.270-28 - TIME EXTENSIONS (JUN 1985)

The lease will not be terminated nor the Lessor charged with resulting damage if delays arise from unforeseeable causes beyond the control of the Lessor and/or his contractors, subcontractors, suppliers, or another Government contractor. However, the Lessor shall notify the Contracting Officer, in writing, of any delay within 10 calendar days after it begins. The Contracting Officer shall ascertain the facts, determine the extent of the delay, and grant extensions when justified.

3. 552.270-29 - TERMINATION FOR DEFAULT (JUN 1985)

If the Lessor fails to prosecute the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time, or if the Lessor fails to complete said work within such time, the Government may, by written notice to the Lessor, terminate the lease agreement. Regardless of whether the lease is terminated, the Lessor and his sureties shall be liable for any damage to the Government resulting from his failure to deliver the premises ready for occupancy within the specified time.

4. 52.203-1 - OFFICIALS NOT TO BENEFIT (APR 1984)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

5. 552.270-27 - DELIVERY AND CONDITION (JUN 1985)

Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is ready to occupy.

6. 552.270-30 - PROGRESSIVE OCCUPANCY (JUN 1985)

The Government shall pay rent only when the entire premises or suitable units are ready for occupancy. If the agency occupies the space in partial increments, rent will accrue or be paid on a pro rata basis. Rental payments shall become due on the first workday of the month following the month in which an increment of space is occupied, except that should an increment of space be occupied after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was occupied. The commencement date of the firm term will be a composite determined from all dates of incremental occupancy.

7. MEASUREMENT FOR PAYMENT (APR 1984)

When space is offered and accepted, the space will be mutually measured upon delivery. Payment will be made on the basis of actual measurement; however, payment will not be made for delivered space which is in excess of the maximum square footage solicited.

Lessor

Contractor

8. 552.270-26 - IF MINIMUM NOT DELIVERED (JUN 1985)

If delivered space contains less than the minimum square footage, the Government may cancel the lease. If such cancellation occurs, the Government may exercise its legal rights including charging the Lessor and its surety the increased cost of providing replacement space.

9. 552.270-16 - INSPECTION OF PREMISES - DEVIATION (JUN 1985)

At all times after receipt of offers, prior to or after acceptance of any offers, or during any construction, remodeling, or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, must be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians representing him, to determine whether the essential requirements of the solicitation or the lease requirements are met. Additionally, the Government reserves the right, upon reasonable notice, to:

- (a) inspect and perform bulk sampling and analysis of suspected asbestos-containing materials;
- (b) monitor the air for asbestos fibers in the space offered or under lease as well as other areas of the building deemed necessary by the Contracting Officer;
- (c) inspect the premises for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances (e.g. PCBs);
- (d) inspect the site upon which the space is offered for any current or past hazardous waste operations, and ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities accordance with Federal, state and local regulations.

10. 552.270-14 - CONDITION REPORT (JUN 1985)

A joint physical survey and inspection report of the demised premises will be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

11. 552.270-13 - DAMAGE BY FIRE OR OTHER CASUALTY (JUN 1985)

If the said premises be destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days thereafter; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

12. SUBSTITUTION OF TENANT AGENCY (APR 1984)

The Government reserves the right to substitute any agency(ies) for the agency(ies) named in this solicitation at any time after the offer or during the term of the lease.

13. 552.270-11 - SUBLETTING THE PREMISES (JUN 1985)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting.

14. 552.270-19 - ALTERATIONS (JUN 1985)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs ^{on or upon} the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government ^{within}

Lessor _____
Government _____

• Satellite pkgs
that they don't
use.

LN 225 25

Across the st. from 380
bldg non-secured

and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

15. 552.270-17 - FAILURE IN PERFORMANCE (JUN 1985)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are dependent. In the event of failure by the Lessor to provide any of these items, the Government may by contract or otherwise perform the service, maintenance, utility, or repair, and charge to the Lessor any cost incurred by the Government that is related to the performance of such service, maintenance, etc., including any administrative costs, and deduct such cost from any rental payments. Alternately, the Government may reduce rental payments by the corresponding value of the contract requirement not performed, as determined by the Contracting Officer. These remedies are not exclusive and are in addition to any other remedies which may be available under this contract or in the law. *and after notice and a reasonable opportunity to cure

16. 552.270-12 - MAINTENANCE OF PREMISES (JUN 1985)

The Lessor shall maintain the demised premises, including the building and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease in good repair and tenable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Government representative in charge, enter and inspect the same and make any necessary repairs thereto.

17. 552.270-21 - CHANGES (JUN 1985)

(a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

- (1) Specifications.
- (2) Work or services.
- (3) Amount of space.
- (4) Facilities or space layout.

(b) If any such change causes an increase or decrease in the Lessor's cost of, or the time required for, performance under this contract, whether or not changed by the order, the Contracting Officer shall modify the lease by (1) making an equitable adjustment in the rental rate, (2) making a lump sum price adjustment, or (3) revising the delivery schedule.

(c) If such change causes an increase in costs under this contract, the Lessor shall submit any "proposal for adjustment" (hereafter referred to as proposal) under the clause at 552.270-20, Proposal for Adjustment.

(d) Adjustments for operating expenses in vacant leased premises will be in accordance with the clause at 552.270-25, Adjustment for Vacant Premises.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(f) No services or work for which an additional cost or fee will be charged by the Lessor will be furnished without the prior written authorization of the Contracting Officer or a designated representative of the Contracting Officer.

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18. 552.270-20 - PROPOSALS FOR ADJUSTMENT (JUN 1985)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$25,000. The proposal, including all subcontractor work, will contain at least the following details-

- (1) Material quantities and unit costs,
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed),
- (3) Equipment costs,
- (4) Workman's compensation and public liability insurance,
- (5) Overhead,
- (6) Profit, and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$100,000 in cost--

- (1) The Lessor shall provide cost or pricing data including subcontractor cost and pricing data (48 CFR 15.804-2),
- (2) The Lessor's representative, all contractors, and subcontractors whose portion of the work exceeds \$100,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.804-4), and
- (3) The agreement for "Price Reduction for Defective Cost or Pricing Data" must be signed and returned (48 CFR 15.804-8).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

19. DISPLAY ADVERTISING (APR 1984)

If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the Contracting Officer.

20. 552.270-15 - APPLICABLE CODES AND ORDINANCES (JUN 1985)

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

21. 52.233-1 - DISPUTES (APR 1984)

(a) This contract is subject to the Contract Disputes Act of 1978 (41 USC 601-613)(the Act).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the

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claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) For Contractor claims exceeding \$50,000, the Contractor shall submit with the claim a certification that-

- (i) The claim is made in good faith;
- (ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and
- (iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

(3)(i) If the Contractor is an individual, the certification shall be executed by that individual.

(ii) If the Contractor is not an individual, the certification shall be executed by-

(A) A senior company official in charge at the Contractor's plant or location involved; or

(B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contractor Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

22. 52.215-1 - EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984)

(a) This clause applies if this contract exceeds \$10,000 and was entered into by negotiation.

(b) The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract or for any shorter period specified in Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access to and the right to examine any of the Contractor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

(c) The Contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Comptroller General or a duly authorized

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representative from the General Accounting Office shall, until 3 years after final payment under the subcontract or for any shorter period specified in FAR Subpart 4.7, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, paper, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

(d) The periods of access and examination in paragraphs (b) and (c) above for records relating to (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

23. 552.215-70 - EXAMINATION OF RECORDS BY GSA (APR 1984)

(Applicable to leases which exceed \$25,000.)

The Contractor agrees that the Administrator of General Services or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, paper, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$10,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

24. 52.203-3 - GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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25. 52.203-5 - COVENANT AGAINST CONTINGENT FEES-DEVIATION (APR 1984)

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

26. 552.232-71 - PROMPT PAYMENT (APR 1989)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date.

(1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) Other payments. The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Lease number.
- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice

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or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

27. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

28. 52.223-2 - CLEAN AIR AND WATER (APR 1984)

.(Applicable to leases which exceed \$100,000.)

- (a) "Air Act," as used in this clause, means the Clean Air Act (42 USC 7401 et seq.).

"Clean air standards," as used in this clause, means--

- (1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;
- (2) An applicable implementation plan as described in section 110(d) of the Air Act (42 USC 7410(d));

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- (3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 USC 7411(c) or (d)); or
(4) An approved implementation procedure under section 112(d) of the Air Act (42 USC 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 USC 1317).

"Compliance," as used in this clause, means compliance with—

- (1) Clean air or water standards; or
(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 USC 1251 et seq.).

(b) The Contractor agrees—

- (1) To comply with all the requirements of section 114 of the Clean Air Act (42 USC 7414) and section 308 of the Clean Water Act (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;
(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;
(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and
(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

29. 52.222-26 - EQUAL OPPORTUNITY (APR 1984)

(Applicable to leases which exceed \$10,000.)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

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(2) The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

30. 52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 1985)

(Applicable to leases which exceed \$10,000.)

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due

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pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern--

(1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(2) Whose management and daily business operations are controlled by one or more of such individuals.

The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to Section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

31. 52.219-13 - UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES (AUG 1986)

(Applicable to leases which exceed \$25,000.)

(a) "Women-owned small businesses," as used in this clause, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operate," as used in this clause, means being actively involved in the day-to-day management of the business.

"Small business concern," as used in this clause, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.

(c) The Contractor agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract.

(d) The Contractor may rely on written representations by its subcontractors regarding their status as women-owned small businesses.

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32. 52.222-35 - AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)

(Applicable to leases which exceed \$10,000.)

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly establish "recall" lists.

"Opening that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause--

(1) Includes, but is not limited to, openings that occur in jobs categorized as--

- (i) Production and nonproduction;
- (ii) Plant and office;
- (iii) Laborers and mechanics;
- (iv) Supervisory and nonsupervisory;
- (v) Technical; and
- (vi) Executive, administrative, and professional positions compensated on

a salary basis of less than \$25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam era veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any

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contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.

(3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to National security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability. (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam era veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

33. 52.222-37 - EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (MAR 1987)

(Applicable to leases which exceed \$10,000.)

(a) The Contractor agrees to report at least annually, as required by the Secretary of Labor, on:

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(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

34. 52.222-36 - AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

(Applicable to leases which exceed \$2,500.)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental handicap. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the

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Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

35. 52.219-9 - SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS
SUBCONTRACTING PLAN (APR 1984)

(Applicable to leases which exceed \$500,000.)

(a) This lease incorporates the clause at FAR 52.219-9 by reference. It has the same force and effect as if it were included in full text.

(b) If the offeror indicates he is not a small business as defined in this lease, and the value of this lease over its firm term or for any option period exceeds \$500,000, he will be required to execute an acceptable small business subcontracting plan. Said subcontracting plan will be incorporated into the contract as a material part thereof. If the subcontracting plan is required for only the option period, it shall be executed and incorporated into the contract for the option period prior to exercise of the option. Copies of the requirements and a suggested format are available from the Contracting Officer upon request.

36. 52.203-7 - ANTI-KICKBACK PROCEDURES (OCT 1988)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

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"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract.

37. NOTIFICATION OF PCB HAZARDOUS CONDITION (NOV 1985)

The lessor shall promptly notify the Contracting Officer and the tenant agency official of any leaks, spills, or other hazardous conditions which involve PCBs in any area of the building.

38. WARRANTY OF SPACE (OCT 1986)

(a) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos requirements of this contract. The contracting officer shall notify the lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirements.

(b) If the lessor fails, after receipt of notice, to make correction within the specified period of time, the Government shall have the right to make correction and charge to the lessor the costs occasioned to the Government or terminate the lease agreement at no cost to the Government.

(c) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law and under this contract.

(d) Definitions.

(1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as

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an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.

(2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the lessor shall adhere to the Government's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term.

39. 52.223-6 - DRUG-FREE WORKPLACE

(Applicable to leases which equal or exceed \$25,000.)

(a) Definitions. As used in this clause, "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statutes" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall -

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such employees about -

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of a statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in the statement acquired by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will -

(i) Abide by the terms of the statement; and

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(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

(6) Within 30 days after receiving notice under subparagraph (a)(4) of this clause of a conviction impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraph (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful, manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

40. TERMINATION - ERRONEOUS REPRESENTATION CONCERNING POLYCHLORINATED BIPHENYLS (PCB's) AND/OR HAZARDOUS WASTE MANAGEMENT (OCT 1986)

(a) The certification regarding PCB's contained in the representation and certification provision of this solicitation is a material representation of fact upon which the Government relies when making award. If it is later determined that the presence of PCBs has been misrepresented, the Government reserves the right to require the Lessor, at no cost to the Government, to remove or retrofill any PCB equipment present in the building, in accordance with EPA regulations, or alternatively the Government may terminate the lease. This is in addition to other remedies available to the Government.

(b) The certification regarding hazardous waste management contained in the representation and certification provision of this solicitation is a material representation of fact upon which the Government relies when making award. If it is later determined that the presence of hazardous waste, or inappropriate handling thereof, has been misrepresented, the Government reserves the right to require the Lessor, at no cost to the Government, to take the necessary action to mitigate the hazardous waste condition, in accordance with local, state and Federal laws, or alternatively the Government may terminate the lease. This is in addition to other remedies available to the Government.

41. 552.209-72 - TERMINATION - ERRONEOUS REPRESENTATION CONCERNING CRIMES, DEBARMENTS, SUSPENSIONS, AND DEFAULTS (APR 1984)

(Applicable to leases which exceed \$25,000.)

The certification regarding previous crimes, debarments, suspensions, and defaults contained in the representation and certification provision of this solicitation is a material representation of fact upon which the Government relies when making award. If it is later determined that the certification was erroneous, in addition to other remedies available to the Government, the Government reserves the right to terminate for default any contract resulting from this solicitation.

42. 552.270-18 - LESSOR'S SUCCESSORS (JUN 1985)

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

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ATTACHMENT A

to GSA Form 3517, General Clauses.

552.203- REMEDIES FOR ILLEGAL OR IMPROPER ACTIVITY
(ALTERNATE I) (MAY 1989)

(a) If the agency head or designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act (41 U.S.C. 423) as implemented in the Federal Acquisition Regulation and applicable agency regulations, the Government, at its election, may --

(i) Reduce the monthly rental under any lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid,

(ii) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement, or

(iii) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the agency head or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

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ATTACHMENT A

to GSA Form 3517, General Clauses.

552.203- REMEDIES FOR ILLEGAL OR IMPROPER ACTIVITY
(ALTERNATE I) (MAY 1989)

(a) If the agency head or designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act (41 U.S.C. 423) as implemented in the Federal Acquisition Regulation and applicable agency regulations, the Government, at its election, may --

(i) Reduce the monthly rental under any lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid,

(ii) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement, or

(iii) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the agency head or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

1989

Government

REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number	Dated
	MMY-88019	09/20/81

The Offeror makes the following Representations and Certifications. (Complete appropriate boxes, sign the form, and attach to offer.)

1. 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (APR 1984)

The offeror represents and certifies as part of its offer that it (b) (4) is not a small business concern.

"Small Business Concern," as used in this provision means a concern, including its affiliates, which is organized for profit, independently owned and operated, is not dominant in the field of leasing commercial real estate, and has annual average gross receipts of \$10 million or less for the preceding three fiscal years.

2. ASBESTOS REPRESENTATION

The offeror represents and certifies as part of its offer that the offered space, spaces above suspended ceilings in the offered space, air plenums elsewhere in the building which service the offered space, engineering spaces in the same ventilation zones as the offered space, public spaces, and common use space (e.g. lobbies, hallways) --

(a) ☐ Does, ☒ does not include asbestos-containing materials (ACM). ACM as used in this provision is defined as any materials with a concentration of 1 percent or greater by dry weight of asbestos fibers.

(b) If any of the above areas include ACM, please indicate whether the materials are

- | | |
|--|--|
| (1) friable | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (2) non-friable, in good condition, and located in a place where they are not likely to be disturbed during the term of any ensuing lease contract | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (3) in a solid matrix, already in place, and in good condition | <input type="checkbox"/> Yes <input type="checkbox"/> No |

3. POLYCHLORINATED BIPHENYLS (PCB'S) CERTIFICATION

The offeror certifies as part of its offer that the building in which the space is offered for lease to the Government --

(a) ☐ Contains, ☒ does not contain transformers with 1 quart or more of PCB fluid.

(b) ☐ Contains, does ☒ not contain other equipment, e.g. capacitors, with one quart or more of PCB fluid. If present, specify the type of equipment _____

(c) If PCB transformers are present, please indicate the number that,

- | |
|--|
| (1) are owned by the building owner _____, and/or by the utility company _____ |
| (2) are leaking _____, are not leaking _____ |
| (3) have overcurrent protection _____, have low current fault protection _____ |
| (4) are inspected quarterly _____. |

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Lessor _____
Government [Signature]

4. CERTIFICATION FOR PAST OR PRESENT HAZARDOUS WASTE OPERATIONS (NOV 1987)

To the best of his or her knowledge, the offeror represents and certifies, as part of the offer that the site upon which space is offered for lease to the Government --

(a) [REDACTED] a site used for any of the operations listed in item b below.

(b) Was a site used for any or all of the following operations:

- | | |
|---|--|
| (1) generation of hazardous waste | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (2) treatment, temporary/permanent storage, or disposal of solid or hazardous waste | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (3) storage of hazardous substances or petroleum products | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (4) used/waste oil storage or reclamation units | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (5) laboratory or rifle range | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (6) chemical manufacturing/storage | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (7) military or intelligence weapons or ammunition training or testing | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (8) ordnance and/or weapons production, storage, or handling | <input type="checkbox"/> Yes <input type="checkbox"/> No |

(c) If any of the above operations ever occurred at the site, the offeror certifies that appropriate cleanup or other action ☐ was, ☐ was not performed in accordance with the local, state and Federal laws.

5. RADON CERTIFICATION

(a) The offeror certifies as part of its offer that the portion of the space proposed for lease or acquisition by the Government which is in ground contact or closest to the ground (i.e., if space offered is on floors 4 through 8, certification is required for the 4th floor only) has been measured for radon. Radon detectors were placed throughout the required area to ensure each detector covered no more than 2,000 square feet of space. Radon analyses were performed by a laboratory successfully participating in the Environmental Protection Agency-sponsored Radon Measurement Proficiency Program. The highest radon level was found to be --

- ☐ Below 4 picocuries per liter (pCi/l)
- ☐ 4 pCi/l or greater, but less than 200 pCi/l
- ☐ 200 pCi/l or greater

(b) The highest radon level measured was _____.

(c) The measurement method used was _____.

6. CONTINGENT FEE REPRESENTATION AND AGREEMENT (NOV 1987)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror or bona fide established real estate agents or brokers maintained by the offeror for the purpose of securing business, the offeror --

- (1) (b) (4) [REDACTED]
solicit or
- (2) [REDACTED]
commissions
the award

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when

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subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer --

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

7. 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above

(b)(4) [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

ITEMS 8, 9, AND 10 APPLY ONLY IF OFFER EXCEEDS \$10,000 IN AMOUNT.

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Lessor

Govt Agent

8. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that --

(a) (b) (4) a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

9. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to other than construction contracts which include the clause at FAR 52.222-26, Equal Opportunity.)

The offeror represents that --

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

10. 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each

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Government

subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
(Approved by OMB under Control Number 1215-0072.)

ITEMS 11, 12, AND 13 DO NOT APPLY TO PROCUREMENTS IN THE AMOUNT OF \$25,000 OR LESS

11. 52.219-3 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984)

(a) Representation. The offeror represents that (b) (4) women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

12. 52.219-2 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (APR 1984)

(a) Representation. The offeror represents that (b) (4) small disadvantaged business concern.

(b) Definitions.

"Asian-Indian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1.

GSA FORM 3518 PAGE 5 (REV 4/89)

Lessor

Government

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. <u>1</u> TO LEASE NO.	DATE
GS- 02B-22525		
ADDRESS OF PREMISES 107 Charles Lindbergh BOulevard, Garden City, New York		
THIS AGREEMENT, made and entered into this date by and between GARMEL ENTERPRISES, INC. whose address is 2A Hillside Avenue Williston Park, New York 11596 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease. to reflect the inclusion of the 2 existing water towers going on the Government's electric meter and * NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>October 27, 1989</u> , as follows: *to delete the requirement that the Government pay for overtime air-conditioning. Paragraph 16 of the Rider to this lease is deleted, the following Paragraph 16 is substituted in lieu thereof, and Paragraph 23 and Exhibit "C" are added hereto.		
"16. The overtime rate for overtime HVAC services provided pursuant to Paragraph 81 of the SFO section of this lease shall be: a. \$30.00 per hour for heat in the heating season; and b. No charge for air conditioning in the cooling season."		
23. The Government agrees that the water (cooling) towers for the air conditioning system serving its space solely shall be on its electric meter. The distribution of those areas and/or equipment on the parties respective electric meters shall be as shown on Exhibit "C" annexed hereto and made a part hereof.		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR GARMEL ENTERPRISES, INC.		
<div style="background-color: black; width: 100%; height: 100%; min-height: 100px;"> (b) (6) </div>	<div style="text-align: center;"> President <small>(Title)</small> </div> <div style="text-align: center; margin-top: 20px;"> <small>(Address)</small> </div> <div style="text-align: center; margin-top: 20px;"> <i>Contracting Officer</i> <small>(Official Title)</small> </div>	

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE JAN 8 1990

NO. 2

TO LEASE NO.

GS-02B-22525

ADDRESS OF PREMISES

107 Charles Lindbergh Boulevard, Garden City, New York

THIS AGREEMENT, made and entered into this date by and between

GARMEL ENTERPRISES, INC.

whose address is 2A Hillside Avenue

Williston Park, New York 11596

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to ^{supplement} amend the above Lease. to provide for certain electrical and data cable installations at a one-time, lump-sum cost to the Government of (b) (4); NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 20, 1989, as follows:

Paragraphs 24 and 25 are hereby added to this lease:

24. The lessor shall provide labor and materials and perform all of the following alterations prior to delivery of the space to the Government:

- a. Change the voice cable from 1-2 pair twisted cable to 1-4 pair twisted cable to each work station.
- b. Furnish and install 1-4 pair shielded twisted pair data cable to each work station.
- c. Furnish and install approximately 560 RJ-11-C voice jacks and approximately 560 RJ-45 data jacks to serve the work stations as shown on Exhibit "E" and "F" annexed to and made a part of Supplemental Lease Agreement No. 2.
- d. Furnish and install 2-4" conduits, 1 for voice and the other for data, from each of the 4 first floor wire closets to the PBX room.
- e. Furnish and install 2-150 pair voice cables in each voice conduit from the IDF to the MDF and 2-150 pair shielded data cables in each data conduit from the IDF to the MDF. Also furnish and install 1-150 pair cable from each conduit to service the first floor wire closet and the other to service the second floor wire closet.
- f. Furnish and install the necessary mounting plyboards and punch down blocks in each of the 8 wire closets and the punch down blocks on the MDF in the PBX room.

All other terms and conditions of the lease shall remain in force and effect. (Continued on attached rider)

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR Garmel Enterprises, Inc.

(b) (6)

[Signature]
(Name)
ONE OLD COUNTRY ROAD
CARLE PLACE, NEW YORK 11514
(Address)

Contracting Officer

(Official Title)

- g. Furnish and install 1-4" conduit from the existing building phone closet, the New York Telephone D mark, to the PBX room.
- h. Perform all necessary labeling and testing of the voice and data lines from the workstations to the IDF and to the MDF in the PBX room.

The foregoing work is performed in accordance with the Changes Clause at Paragraph 17(a)(2) of the General Clauses of this Lease.

PARAGRAPH 25.

Upon completion of the aforesaid work and acceptance of the space by the Government as satisfactorily completed, and upon submission of an invoice by the Lessor in the agreed upon amount of (b) (4) the Government will reimburse the Lessor.

Upon payment as described, all removable fixtures, partitions, etc., shall become the property of the Government and may be changed, altered, relocated and/or moved from the premises by the Government, and the Lessor hereby relinquishes forever all rights, title and interest to any and all such removable fixtures, partitions, etc., furnished and installed in accordance with this Supplemental Lease Agreement.

Lessor

Government

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 3

TO LEASE NO.

GS- 02B-22525

ADDRESS OF PREMISES

107 Charles Lindbergh Boulevard, Garden City, New York

THIS AGREEMENT, made and entered into this date by and between

whose address is GARMEL ENTERPRISES, INC.
One Old Country Road - Suite 420
Carle Place, New York 11514

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. to provide for the installation of 200 additional public address system speakers at an additional lump-sum
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 5, 1990, as follows: of (b) (4)

Sub-Paragraph 12C of this lease is deleted and the following Sub-Paragraph 12C is substituted in lieu thereof:

12C. Provide and install a Public Address System including 320 speakers in accordance with Paragraph S-15 of the basic lease document at a cost to the Government of (b) (4)

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR GARMEL ENTERPRISES, INC.

(b) (6)

PRESIDENT

ONE OLD COUNTRY ROAD - SUITE 420
CARLE PLACE, NEW YORK 11514
(Address)

Contracting Officer
(Official Title)

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 4
TO LEASE NO.
GS- 02B-22525

DATE
March 1, 1990

ADDRESS OF PREMISES

107 Charles Lindbergh Blvd., Garden City, New York

THIS AGREEMENT, made and entered into this date by and between Garmel Enterprises, Inc.

whose address is One Old Country Rd. - Suite 420
Carle Place, NY 11514

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, to change the type of exterior window covering to fabric covered PVC vertical blinds at a reduction in rent of (b) (4)
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 1, 1990, as follows:

1. Paragraph 62 of the Solicitation for Offers section of this lease is hereby amended as follows: The first sub-section entitled "Window Blinds" and the first paragraph under the sub-section entitled "Draperies", both of which are contained on page 30 of the original lease document, are deleted and the following is substituted in lieu thereof:

As part of the rental consideration, the lessor shall furnish and install fabric covered PVC vertical blinds in a color to be selected by the Government on all exterior windows. ~~Draperies will be furnished and installed in all conference rooms.~~

2. In consideration of the foregoing, the lessor agrees that the rent payable for the first month of this lease shall be reduced by the sum of (b) (4)

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR Garmel Enterprises, Inc.

(b) (4)


(Title)

(Address)

UN

Administration

Contracting Officer
(Official Title)

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 5

April 27, 1990

TO LEASE NO.

GS-02B-22525

ADDRESS OF PREMISES

107 Charles Lindberg Boulevard, Garden City, New York

THIS AGREEMENT, made and entered into this date by and between Garmel Enterprises, Inc.

whose address is One Old Country Road - Suite 420
Carle Place, New York 11514

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to supplement the above Lease to provide for the inclusion of the leased premises and for appx. 16 sq. ft. of rooftop space for the installations of an antenna for an increase in rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 1, 1990, as follows:

Paragraph 1, 5 and 10 of this lease are deleted and the following Paragraphs 1, 5 and 10 are substituted in lieu thereof:

1. The lessor hereby leases to the Government the following described premises: Approximately seventy-seven thousand and ninety-nine (77,099) net usable square feet of space, comprised of three thousand (3,000) sq. ft. of storage space, 440 sq. ft. for the toilets adjoining the building entrance, 16 sq. ft. of rooftop space at such location to be determined by the Government for installation of a tripod roof tower with antenna, the entire second floor and most of the first floor of the building known and designated as 107 Charles Lindbergh Boulevard, Garden City, NY as more particularly shown on the floor plans labeled Exhibits "A" and "B" plus three hundred seventy (370) parking spaces in the building's three (3) parking fields (one adjacent to the building, one at the n/e/c of West Street and Davis Avenue and the third at the s/e/c/ of West Street and Davis Avenue) and including twenty (20) designated parking spaces located adjacent to the building, and which are to be enclosed by an eight (8) foot high nine (9) gauge chain link fence with an electrically operated key card activated gate (See Exhibit "G" annexed hereto and made a part hereof) to be used for office space and related purposes.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals: One additional five (5) year term at a rental rate of (b) (4) per annum (b) (4) per net usable sq. ft. for the office space, (b) (4) per net usable sq. ft. for the storage space and the toilet rooms, and (b) (4) per month for the All other terms and conditions of the lease shall remain in force and effect.

(continued on attached rider)

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR Garmel Enterprises, Inc.

(b) (6)

PRESIDENT

ONE OLD COUNTRY ROAD, SUITE 420
CARLE PLACE, NEW YORK 11514
(Address)

Contracting Officer
(Official Title)

Handwritten signature
Rooftop

antenna space), provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

10. The Government shall pay the lessor annual rent of (b) (4) (b) (4) per net usable sq. ft. for the office space, (b) (4) per net usable sq. ft. for the storage space and toilet room, and (b) (4) per month for the rooftop antenna space) at the rate of (b) (4) per month in arrears. Notwithstanding anything hereinabove to the contrary, the parties agree that the rent for the first month of this lease inclusive of the rental credit set forth in Supplemental Lease Agreement No. 4 shall be (b) (4)

Lessor

Government

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 6

May 9, 1990

TO LEASE NO.

GS- 02B-22525

ADDRESS OF PREMISES

107 Charles Lindbergh Boulevard, Garden City, New York

THIS AGREEMENT, made and entered into this date by and between Garmel Enterprises Inc.

whose address is One Old Country Road - Suite 420
Carle Place, New York 11514

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

~~WHEREAS, the premises were to have been delivered to the Government complete and ready for occupancy on May 1, 1990, and~~

~~NOW THEREFORE, these parties for the considerations hereinafter mentioned, Covenant and agree that the said Lease is amended, effective May 5, 1990, as follows:~~

WHEREAS, the premises were to have been delivered to the Government complete and ready for occupancy on May 1, 1990, and

WHEREAS, Paragraph 25 of the Solicitation for Offers section of this lease provides for, in pertinent part, liquidated damages in the amount of (b) (4) for each and every calendar day that the delivery is delayed beyond the aforesaid date; and

WHEREAS, the Government has accepted the space as satisfactorily completed as of May 5, 1990, subject to the Lessor's timely completion of the punchlist items set forth herein together with other items of a punchlist nature; and

WHEREAS, the parties agree that there is due the Government, as liquidated damages, the sum of (b) (4) which shall be deducted from the first month's rental payment; and

WHEREAS, the parties hereto desire to set forth the term of this lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned, Covenant and agree that the said Lease is amended, effective May 5, 1990, as follows:

Paragraph 10 of this lease is deleted, the following Paragraph 10 is substituted in lieu thereof, and the following Paragraphs 23 through 25 are added hereto.

CONTINUED ON ATTACHED PAGE(S)

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

Garmel Enterprises, Inc.

(b) (6)

PRESIDENT
ONE OLD COUNTRY ROAD
SUITE 420
CARLE PLACE, NEW YORK 11514
(Address)

Contracting Officer
(Official Title)

CP Date

10. The Government shall pay the lessor annual rent of (b) (4) per net usable sq. ft. for the office space, (b) (4) per net usable sq. ft. for the storage space and toilet room, and (b) (4) per month for the rooftop antenna space) at the rate of (b) (4) per month in arrears. Notwithstanding anything hereinabove to the contrary, the parties agree that the rent for the first month of this lease, inclusive of all rent credits heretofore provided for and the assessment of liquidated damages, shall be (b) (4).
23. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 5, 1990 through May 4, 2000, subject to termination and renewal rights as set forth in Supplemental Lease Agreement No. 5 of this lease.
24. The lessor covenants and agrees to complete the following items within the respective timeframes set forth for their completion:
- a. By Close - of - Business on May 11, 1990:
- (1) Install all missing interior doors.
 - (2) Clean, or replace if in the determination of the Contracting Officer cleaning has not been sufficient, all carpet tiles damaged by condensation leaks in the Training Room and in the adjacent Conference Room.
 - (3) Complete the installation of the duct work. Assure that flex-duct has been connected to all diffusers.
 - (4) Inside surface of Men's and Women's toilet room doors must be painted.
 - (5) Repair, balance and recharge all heat pump units that require same. Test all of those units.
 - (6) Install Training Room accordion dividers as far as you can go to comply with Paragraph 57 (page 16 of 32) of the Solicitation for Offers section of the lease. See sub-Paragraph c.
 - (7) Relocate doors as required.
 - (8) Install toilet seat and grab bar in Health Unit Unisex toilet.
 - (9) Either realign gate for secure parking area or install a post with a receptacle device to secure the gate in a closed position. Install a center median guide to assure proper alignment of the gate.
 - (10) Install proper amplifiers to operate the P.A. system. Balance the white sound and P.A. systems.
 - (11) Install glass viewing panel in the Computer/PBX Room door.

Lessor
Government

- (12) Install rear parking of lights in the parking lot at the S/E/C of West Street and Davis Avenue.
- (13) Complete electrical work.
- (14) Repair or replace non-working strobe light.
- (15) Replace broken plastic ends on Computer/PBX Room floor panel.
- (16) NCR receptionist room window needs either finger groove or knob.
- (17) Complete installation of acoustic screens.
- (18) Install showerheads in showers that are missing them.
- (19) Repair or replace all non-working hand driers.
- (20) Relocated 2d floor reconditioned Women's Room waste disposal container from below hand drier. Replace tile which have screw holes.
- (21) Install strobe light and bell at rear stairs on second floor.
- (22) Install toilet seats in the 2d floor Men's room.
- (23) Seal opening around flue for the deli. Install finished floor and ceiling.
- (24) Install blinds where window was replaced on the second floor.
- (25) Bolt the S/W/C stair railing into the wall at the top.
- (26) Complete installation of the ceiling tiles.
- (27) Complete Construction of Deli.

b. By Close - of - Business on June 11, 1990:

- (1) Complete the replacement of all incorrectly installed carpet tiles. This includes, but is not limited to, the second floor managers offices and the elevator lobby.

c. By Close - of - Business on June 25, 1990:

- (1) Install the 4th motor unit with all necessary hardware for the Training Room accordion dividers so as to fully comply with Paragraph 57 (page 16 of 32) of the Solicitation for Offers section of the lease.

25. Notwithstanding Paragraph 23 of this lease, the Lessor agrees that it shall be responsible for electricity consumed within the leased premises through May 8, 1990. In the event that the Government has paid for said electricity, the Government shall send a copy of said electric bill to the Lessor. The Lessor shall reimburse the Government in the amount of said electric bill within 5 days of receipt of the bill.

Lessor

Government

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

NO. 7

TO LEASE NO.

GS- 02B-22525

DATE
AUG 08 1990

ADDRESS OF PREMISES

107 Charles Lindbergh Boulevard, Garden City, NY

THIS AGREEMENT, made and entered into this date by and between Garmel Enterprises, Inc.

whose address is One Old Country Road - Suite 420
Carle Place, New York 11514

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

~~WHEREAS, the parties have entered into this lease for the purpose of~~

~~NOW THEREFORE, these parties, for the reasons stated herein, have entered into this lease and agree that the said~~
~~lease shall be in full effect from this date until the expiration of the term thereof.~~

WHEREAS, paragraph 55 of the Solicitation for Offers section of this lease provides for office subdividing partitions at a ratio of one linear foot for each 40 square feet of space, which equates to 1,916 linear feet; and

WHEREAS, the lessor provided at the Government's request an additional 1,202 linear feet of partitions over and above the amount required by the lease, to be paid for at the rate of (b) (4) per linear foot as set forth in paragraph 13 of the Solicitation for Offers section of this lease; and

WHEREAS, the parties agree that the lessor is entitled to a credit of (b) (4) for the 1,202 linear feet of additional partitions at the aforesaid rate of (b) (4) per linear foot; and

WHEREAS, paragraph 72 of the Solicitation for Offers section of this lease provides for electrical outlets to be provided as follows: fourplex (double duplex) floor or wall outlets on the basis of one (1) per 5,000 square feet; duplex floor or wall outlets on the basis of one (1) per 100 square feet and allocated at the ratio of floor to wall outlets of 60 percent to 40 percent, respectively; dedicated outlets provided on the basis of one (1) per 5,000 square feet; and

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR Garmel Enterprises, Inc.

(b) (6)

GARY MELIUS, PRESIDENT
ONE OLD COUNTRY ROAD
SUITE 420
CARLE PLACE, NEW YORK 11514
(Address)

Contracting Officer
(Official Title)

WHEREAS, the total amount of electrical outlets to have been provided in accordance with paragraph 72 of the Solicitation for Offers section of this lease is as follows: wall outlets (306); floor outlets (460); fourplex outlets (15); and dedicated outlets (50); and

WHEREAS, the total amount of outlets installed by the lessor is as follows: wall outlets (223); floor outlets (472); fourplex outlets (0); and dedicated outlets (48); and

WHEREAS, the per unit rates provided in paragraph 13 of the Solicitation for Offers section of this lease (Unit Costs for Adjustments) for each electrical outlet type are as follows: wall duplex outlet (b) (4) each; floor duplex outlet (b) (4) each; floor fourplex outlet (b) (4) each; and

WHEREAS, the unit rate for dedicated electrical outlets is (b) (4) each as provided in paragraph 12 sub-section D paragraph S-16F of the Solicitation for Offers section of this lease; and

WHEREAS, the parties agree that the Government is entitled to a credit of (b) (4) for electrical outlets not installed pursuant to paragraph 18 of the Solicitation for Offers section of this lease; and

WHEREAS, the parties hereto desire to set forth the term of this lease.

Now therefore, these parties for the consideration hereinafter mentioned, covenant and agree that the said lease is amended, effective July 24, 1990, as follows:

Paragraph 26 is hereby added to this lease:

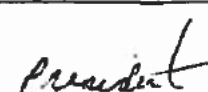
26. The parties agree that the debits and credits pursuant to paragraph 18 of the Solicitation for Offers section of this lease are resolved as follows:

- a) The credit due to the lessor for additional partitions is (b) (4)
- b) The credit due to the Government for the electrical outlets is (b) (4)
- c) The net credit due to the lessor in regard to partitioning and electrical outlet unit cost adjustment is (b) (4)

Upon receipt of a bill in proper form in the amount of (b) (4) payment will be made by the Government.

~~Lesser~~

~~Government~~

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 8 <small>TO LEASE NO.</small> GS-02B-22525	DATE 11 1 1992
ADDRESS OF PREMISES 107 Charles Lindbergh Boulevard, Garden City, New York		
<p>THIS AGREEMENT, made and entered into this date by and between Old Country Realty Corp.</p> <p>whose address is One Old Country Road Suite 312 Carle Place, New York 11514</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p style="text-align: center;">supplement</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to add an additional 2,030 net usable square feet (NUSF) of office space as shown on the attached floor plans labeled Exhibits "A-1" and "A-2" and located on part of the first floor of the subject premises, at an increase in rental.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 29, 1992, as follows:</p> <p>Paragraphs No. 1, 3, and 5 of the Lease and Paragraphs No. 10 and 15 of the Rider to the Lease are hereby deleted and the following Paragraphs No. 1, 3 and 5 of the Lease and 10 and 15 of the Rider to the Lease are substituted therefor and the following Paragraphs No. 27, 28 and 29 are hereby added to the Rider to the Lease.</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
LESSOR (b) (6) <div style="background-color: black; width: 400px; height: 150px; margin-top: 5px;"></div>	<div style="text-align: center;">  President <small>(Title)</small> 101d Country Rd - Suite 312 Carle Place, NY 11514 <small>(Address)</small> </div>	
UNITED STATES OF AMERICA <div style="background-color: black; width: 400px; height: 150px; margin-top: 5px;"></div>	<div style="text-align: center;"> Administration Contracting Officer <small>(Official Title)</small> </div>	

- 1) The lessor hereby leases to the Government the following described premises: Approximately seventy-nine thousand one hundred and twenty-nine (79,129) net usable square feet (NUSF) of space comprised of seventy-five thousand six hundred and seventy-three (75,673) square feet of office space, three thousand (3,000) square feet of storage space, four hundred and forty (440) square feet for the toilets adjoining the main building entrance, sixteen (16) square feet of rooftop space at such a location to be determined by the Government for installation of a tripod roof tower with antenna, the entire second floor and most of the first floor of the building known and designated as 107 Charles Lindbergh Boulevard, Garden City, New York, as shown on the floor plans labeled Exhibits "A" and "B" of the lease and the floor plans labeled Exhibits "A-1" and "A-2" of Supplemental Lease Agreement No. 8, plus three hundred and seventy (370) parking spaces in the building's three (3) parking fields (one adjacent to the building, one at the northeast corner of West Street and Davis Avenue, and the third at southeast corner of West Street and Davis Avenue, and including twenty (20) designated parking spaces located adjacent to the building, and which are to be enclosed by

(b) (7)(F)

used for office space and related purposes.

- 3) The Government shall pay the Lessor annual rent as set forth in Paragraph No. 10 of the Rider to this Lease. Rent for a lesser period shall be prorated.

Rent checks shall be made payable to:

(b) (7)(F)

- 5) This lease may be renewed at the option of the Government for the following terms and at the following rentals: One (1) additional five (5) year term at a rental rate of (b) (4) per annum ((b) (4) per net usable square foot for the office space, (b) (4) per net usable square foot for the storage space and the toilet room, and (b) (4) per month for the rooftop antenna space), provided that notice be given in writing to the Lessor at least 180 days prior to the end of the original term or any renewal term; all

LESSOR

Government

other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing by the Government.

- 10) The Government shall pay the Lessor annual rent of (b) (4) per net usable square foot for the office space, (b) (4) per net usable square foot for the storage space and the toilet room, and (b) (4) per month for the rooftop antenna space) at the rate of (b) (4) per month in arrears. Notwithstanding anything hereinabove to the contrary, the parties agree that the rent for the first month of this lease, inclusive of all rent credits heretofore provided for and the assessment of liquidated damages, shall be (b) (4). Notwithstanding the above, upon the acceptance of the alterations set forth in Paragraph No. 27 of the Rider to this Lease as satisfactorily complete the Government shall pay the Lessor annual rent of (b) (4) at the rate of (b) (4) per month in arrears. For the purposes of this Lease, "satisfactorily complete" shall mean the additional space is sufficiently complete so that the Government can occupy and use the additional space for the uses intended for by the Government. The Lessor shall notify the Contracting Officer in writing within ten (10) business days of the anticipated satisfactory completion date. The Government shall inspect said alterations within ten (10) business days of receipt of said notice to verify that all work has been satisfactorily completed by the Lessor in accordance with this Lease. Upon acceptance of the additional space as satisfactorily complete the Government shall prepare a "punch list" setting forth all items that are not essential to the satisfactory completion of the additional space and which are not yet complete. The Lessor shall complete all punch list items within 30 days of receipt of said punch list. The commencement date for the purpose of setting the new rental will be more particularly set forth by another supplemental lease agreement upon acceptance of the space by the Government.

The parties acknowledge and agree that the annual and monthly rentals set forth in this Paragraph No. 10 include all payments necessary to fully amortize the Lessor's buildout costs associated with the addition of the additional space.

- 15) The percentage of Government occupancy for the purpose of the Tax Adjustment pursuant to Paragraph No. 21 of the SFO section of this lease is 96.3%. The parties acknowledge that the lessor may construct a building and parking garage adjacent to the building of which the leased premises

(3)

Lessor

Government

comprises a part ("demised building"). The Lessor agrees that if the new building is included as part of the same parcel for determining the Real Estate Taxes for the demised building, then the percentage of Government occupancy as set forth above shall be reduced pro-rata.

Paragraphs No. 27, 28 and 29 are hereby added to the lease as follows:

- 27) The Lessor agrees to perform the following buildout alterations in accordance with the attached construction plans labeled Exhibits "A-1" and "A-2", the demolition/construction summary sheet labeled Exhibit "A-3", the construction estimate dated March 25, 1992, labeled Exhibit "A-4" and the Uniform Federal Accessibility Standards (UFAS) requirements for ramps, landings, handrails and doors which are labeled Exhibits "A-5" and "A-6", which are attached hereto and made a part hereof. The Lessor shall, at the Lessor's sole cost and expense, provide all labor and materials necessary to perform the required buildout alterations in accordance with Exhibits "A-1", "A-2", "A-3", "A-4", "A-5" and "A-6". All materials furnished by the Lessor under Supplemental Lease Agreement No. 8 will be of like grade, quality, color and texture as to the materials currently existing within the office space of the leased premises. The Lessor agrees to provide all services and maintenance in accordance with the existing lease, including but not limited to, heating, air conditioning and cleaning. The Lessor agrees to complete all work covered under this Paragraph No. 27 within ninety (90) days from the receipt of a copy of the executed Supplemental Lease Agreement No. 8 from the Government, sent out certified mail, return receipt requested.
- 28) The Lessor agrees to provide, operate and maintain two (2) vending machines (soda and snacks) within each of the first floor lounges (smoking and non-smoking) at no cost to the Government. Item prices and selections will not exceed the market norm.
- 29) The Lessor covenants that, if leased to another party during the term of this Lease, the areas not leased by the Government at the subject leased location as shown on the floor plans labeled Exhibits "A" and "B" of the Lease and Exhibits "A-1" and "A-2" of Supplemental Lease Agreement No. 8 shall not be used for the purpose of providing any accounting, tax preparation or financial management type services.

(4)

Lessor

Government

[REDACTED]

[REDACTED]

Demolition/Construction

EXHIBIT "A-3"

- seal entrance doors adjacent to lobby area, also install reflective film on these doors.
- Remove storage closet adjacent to lobby doors
- Remove ceiling high wall section designated for main door location
- Remove existing ceiling high walls, shelves, plumbing, and any obstruction (Not shown on plan) from previous deli space.
- Remove deli sign on exterior of building
- Install ceiling office 9'8" x 16" with 36" door and with standard on master key lock (NOTE: Door shall have automatic door closure and door stop)
- Install 42" wide main entrance door with standard on master key lock (NOTE: Door shall have automatic door closure and door stop)
- Ⓐ - Install panic bars on door leading to parking lot area, also install reflective film on this door
- Install alarm contacts and foil all exterior windows. Integrate these components with present building's alarm system.
- D2 - Install (3) dedicated 110/120 v., 20A electrical lines off wall with 2 hot wires and 1 ground each. Electrical wire shall remain unfinished in order to be spliced to our future purchase of systems furniture electrical panels. Each location shall have a telephone cut out for phone cable to be installed at a later date.
- D1 - Install (1) standard dedicated 110/120 v., 20A electric line off wall (1 hot wire and 1 ground) and telephone cutout for phone cable to be installed at a later date.
- Install (2) standard 110/120 v., 20A duplex electric wall outlets. Each location shall have a telephone cutout for phone cable to be installed at a later date.

- Provide painting and carpeting in line with existing 1st floor space.

INSTALL A HANDICAPPED ACCESSIBLE RAMP WITH LANDINGS. THE RAMP, LANDINGS, HANDRAILS AND DOOR MUST BE IN ACCORDANCE WITH PARAGRAPH No. 42 OF THE SFO SECTION OF THE LEASE AND EXHIBITS "A-5" and "A-6".

*All electrical and telephone cable locations shall be 18" above finish floor.

Lessor

Government

7

Garmel Enterprises, Inc.
One Old Country Road, Suite 300
Carle Place, NY 11514-1838
(516) 741-3141 fax (516) 741-2040

EXHIBIT "A-4"

March 25, 1992

GSA
Rm 16-100
Real Estate Division
26 Federal Plaza, NY 10278

Att: Walter Moldovan

Ref: IRS
107 Charles Lindbergh Blvd.
Garden City, NY
Employee entrance and deli area proposals

EMPLOYEE ENTRANCE

Demolition

Bathroom fixtures, cut and cap plumbing lines, floor tile, etc.

40 lin ft of sheetrock walls with related electric

2 doors

400 sq feet of ceiling with related lighting

Construction

260 sq ft of 4" concrete slab

37 lin ft of sheetrock wall

400 sq ft of ceiling

2 doors with related hardware

(b) (4)

Lessor

Government

continued...

8

SEALING 5/19/92

MAR 25 1992

EMPLOYEE ENTRANCE

EXHIBIT "A-4"

Construction (cont.)

HVAC

8 - 2 x 4 parabolic fluorescent lights, 9 duplex outlets, 2 switches

Security for windows

Reflective film for windows

Fire sprinkler

PA system and sound masking

Painting

Carpet and vinyl base

Blinds

SUBTOTAL

10% Overhead

10% Profit

GRANDTOTAL

OLD DELI AREA

Demolition

Bathroom fixtures, cut and cap plumbing lines, floor tile, etc.

Sheetrock walls with related electric

2 doors

500 sq feet of ceiling and soffits with related lighting

Glass door leading to parking

Deli sign

Lessor

Government

continued...

(9)

502 178

CRISTLE VENTURES

MAR 26 10 10 AM '88

OLD DELI AREA (cont.)

EXHIBIT "A-4"

Construction

Glass window to replace door

26 lin ft of sheetrock walls

500 sq ft of ceiling

2 doors with related hardware and existing door panics

HVAC

Parabolic fluorescent lights, 2 duplex outlets, 2 switches, 4 dedicated outlets,

Security for windows

Reflective film for windows

PA system and sound masking

Painting

Carpet and vinyl base

Blinds

Smoke detector and fire alarm

Concrete ramp and handrail

Fire sprinkler

SUBTOTAL

10% Overhead

10% Profit

GRANDTOTAL

(b) (4)

(b) (4)

continued...

Lessor

Government

(10)

FORM 278

ESTIMATED COSTS

DATE: 08. 08. 2008

If you need further information or if there are any questions,
please call.

EXHIBIT "A-4"

Sincerely,

(b) (6)

William Thornton
Project Manager

cc;

(b) (4)

Lessor SB

Government ST

(11)

(UFAS)

4.8 Ramps

EXHIBIT
"A-5"

4.8 Ramps.

4.8.1* General. Any part of an accessible route with a slope greater than 1:20 shall be considered a ramp and shall comply with 4.8.

4.8.2* Slope and Rise. The least possible slope shall be used for any ramp. The maximum slope of a ramp in new construction shall be 1:12. The maximum rise for any run shall be 30 in (760 mm) (see Fig. 16). Curb ramps and ramps to be constructed on existing sites or in existing buildings or facilities may have slopes and rises as shown in Table 2 if space limitations prohibit the use of a 1:12 slope or less (see 4.1.6).

4.8.3 Clear Width. The minimum clear width of a ramp shall be 36 in (915 mm).

4.8.4 Landings. Ramps shall have level landings at the bottom and top of each run. Landings shall have the following features:

- (1) The landing shall be at least as wide as the ramp run leading to it.
- (2) The landing length shall be a minimum of 60 in (1525 mm) clear.
- (3) If ramps change direction at landings, the minimum landing size shall be 60 in by 60 in (1525 mm by 1525 mm).
- (4) If a doorway is located at a landing, then the area in front of the doorway shall comply with 4.13.6.

4.8.5* Handrails. If a ramp run has a rise greater than 6 in (250 mm) or a horizontal projection greater than 72 in (1830 mm), then it shall have handrails on both sides. Handrails are not required on curb ramps. Handrails shall comply with 4.26 and shall have the following features:

- (1) Handrails shall be provided along both sides of ramp segments. The inside handrail on switchback or dogleg ramps shall always be continuous.
- (2) If handrails are not continuous, they shall extend at least 12 in (305 mm) beyond the top and bottom of the ramp segment and shall be parallel with the floor or ground surface.
- (3) The clear space between the handrail and the wall shall be 1-1/2 in (38 mm).
- (4) Gripping surfaces shall be continuous.
- (5) Top of handrail gripping surfaces shall be mounted between 30 in and 34 in (760 mm and 865 mm) above ramp surfaces.
- (6) Ends of handrails shall be either rounded or returned smoothly to floor, wall, or post.
- (7) Handrails shall not rotate within their fittings.

Lesser

Government

12

[REDACTED]

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 9 TO LEASE NO. GS-02B-22525	DATE MAR 09 1993
ADDRESS OF PREMISES 107 Charles Lindbergh Boulevard, Garden City, New York		
THIS AGREEMENT, made and entered into this date by and between Old Country Realty Corp. <div style="text-align: center;"> One Old Country Road Suite 312 Carle Place, New York 11514 </div> whose address is		
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: supplement		
WHEREAS, the parties hereto desire to amend the above Lease to establish the commencement date for the additional 2,030 net usable square feet (NUSF) of 1st floor office space to be leased to the Government in accordance with the terms and conditions set forth in Supplemental Lease Agreement No. 8 to this Lease and to establish a time frame within which the Lessor agrees to correct all punch list deficiencies.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>March 2, 1993</u> , as follows:		
Paragraph Nos. 30 and 31 are hereby added to the Rider to this Lease, as follows:		
30) In accordance with the terms and conditions set forth in Supplemental Lease Agreement No. 8 to this Lease, the commencement date for the Government's leasing of an additional 2,030 net usable square feet (NUSF) of 1st floor office space is hereby established as March 1, 1993.		
31) The Lessor agrees to correct the following "punch list" items within thirty (30) days from the execution of this Supplemental Lease Agreement No. 9 by the Government:		
a) Furnish and install a battery to the battery-powered emergency light pack located next to the emergency exit door as shown on Exhibit "A-2". Test emergency lights.		
b) Patch/paint and vacuum/clean-up as necessary.		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR (b) (6)	<div style="text-align: right;"> <u>Pres.</u> <small>(Title)</small> <u>Old Country Rd #312 Carle Pl. NY 11514</u> <small>(Address)</small> ADMINISTRATION Contracting Officer <small>(Official Title)</small> </div>	

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">SUPPLEMENTAL AGREEMENT</td> <td style="width: 50%;">DATE</td> </tr> <tr> <td>NO. 10</td> <td>JAN/31/96</td> </tr> <tr> <td colspan="2">TO LEASE NO.</td> </tr> <tr> <td colspan="2">GS- 02B-22525</td> </tr> </table>	SUPPLEMENTAL AGREEMENT	DATE	NO. 10	JAN/31/96	TO LEASE NO.		GS- 02B-22525	
SUPPLEMENTAL AGREEMENT	DATE								
NO. 10	JAN/31/96								
TO LEASE NO.									
GS- 02B-22525									

ADDRESS OF PREMISES
107 Charles Lindbergh Boulevard, Garden City, New York

THIS AGREEMENT, made and entered into this date by and between HPI Partners-One L.P.,

whose address is *Mr. Michael Verrito* Attn.: ~~Mr. Thomas B. James~~
Suite 2320
227 West Trade Street
Charlotte, NC 28202

hereinafter called the Lessor, and the UNITED STATES OF AMERICA,
hereinafter called the Government:

WHEREAS, Garmel Enterprises, Inc., and the Government entered into a lease dated October 16, 1989 (the "Lease") for the leasing of approximately seventy-six thousand six hundred and forty-three (76,643) net usable square feet (NUSF) of space, including three thousand (3,000) NUSF of storage space, comprised of the entire second floor and part of the first floor of the building known and designated as 107 Charles Lindbergh Boulevard, Garden City, New York (the "Building"), as shown on the floor plans labeled Exhibits "A" and "B" of the Lease; and

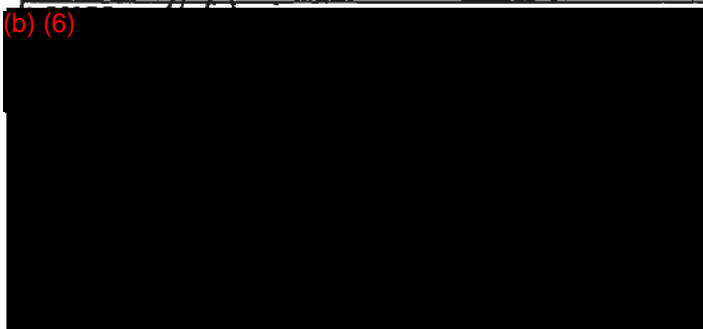
WHEREAS, Paragraph No. 15 of the Rider to the Lease established the Government's percentage of occupancy in the Building as 93.8% for the purposes of calculating annual real estate tax adjustments in accordance with Paragraph No. 21 of the SFO section to the Lease; and

continued....

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

(b) (6)



VICE PRESIDENT

(Title)

227 W. Trade Street Charlotte NC

(Address)

ADMINISTRATION
Contracting Officer

(Official Title)

①

WHEREAS, Garmel Enterprises, Inc., and the Government entered into Supplemental Lease Agreement No. 5 dated April 27, 1990 that increased the amount of space to be leased to the Government to approximately seventy-seven thousand and ninety-nine (77,099) NUSF including three thousand (3,000) NUSF of storage space, four hundred and forty (440) NUSF of toilet space adjoining the building entrance, sixteen (16) NUSF of rooftop space at such location to be determined by the Government for the installation of a tripod roof tower with antenna, the entire second floor and most of the first floor of the Building, as shown on the floor plans labeled Exhibits "A" and "B" of the Lease; and

WHEREAS, the commencement date of the Lease was May 5, 1990; and

WHEREAS, ownership of the Building was transferred to Old Country Realty Corp. in 1992; and

WHEREAS, Old Country Realty Corp. and the Government entered into a Supplemental Lease Agreement dated January 11, 1993 (SLA No. 8) that provided for alterations at the Building that would increase the amount of space to be leased to the Government to approximately seventy-nine thousand one-hundred and twenty-nine (79,129) NUSF of space comprised of seventy-five thousand six hundred and seventy-three (75,673) NUSF of office space, three thousand (3,000) NUSF of storage space, four hundred and forty (440) NUSF of toilet space adjoining the main building entrance, sixteen (16) NUSF of rooftop space at such a location to be determined by the Government for the installation of a tripod roof tower with antenna, the entire second floor and most of the first floor of the Building as shown on the floor plans labeled Exhibits "A" and "B" of the Lease and the floor plans labeled Exhibits "A-1" and "A-2" of this Supplemental Lease Agreement No. 8; and

WHEREAS, SLA No. 8 also provided for Paragraph No. 15 of the Rider to the Lease to be deleted and Paragraph No. 15 of SLA No. 8 to be substituted in lieu thereof which provided for an increase in the Government's percentage of occupancy at the Building to 96.3% once the Government accepted the Lessor's alterations as complete; and


WHEREAS, Old Country Realty Corp., and the Government entered into a Supplemental Lease Agreement dated March 9, 1993 (SLA No. 9) which accepted the Lessor's alterations as complete and established March 1, 1993 as the commencement date for the space and alterations delivered to the Government in accordance with SLA No. 8; and

WHEREAS, ownership of the Building was transferred to the Lessor in 1994; and

(2)

Lessor

Government




WHEREAS, Garmel Enterprises, Inc. and Old Country Realty Corp. have authorized the Government to disburse the real estate tax adjustments to the Lessor and the Lessor has requested such distribution (Attachment Nos. 2, 3 and 4); and

WHEREAS, Paragraph No. 21 of the SFO section to the Lease (the Tax Adjustment Clause) provides for an annual adjustment to the rent paid by the Government due to increases or decreases in real estate taxes paid by the Lessor over taxes paid for the calendar year in which the Lease commences (base tax year); and

WHEREAS, Paragraph No. 21 of the SFO section to the Lease provides that if no full tax assessment is made during the calendar year in which the Government Lease commences, the base tax year will be the first year of a full tax assessment; and

WHEREAS, the parties hereto desire to supplement the above Lease to settle the amount of real estate tax adjustments payable to the Lessor pursuant to the tax adjustment clause to the Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that said Lease is amended effective May 5, 1990, as follows:

- 1) The base tax year to be used for calculating annual tax adjustments in accordance with Paragraph No. 21 of the SFO section to the Lease will be calendar year 1991 as calculated and shown on Attachment No. 1 to this Supplemental Lease Agreement (SLA No. 10).**
- 2) The Lessor agrees to accept the amount (b) (4) as calculated and shown on Attachment No. 1 to this SLA No. 10, as payment in full for the Government's share of real estate taxes paid by the Lessor in accordance with Paragraph No. 21 of the SFO section to the Lease for calendar years 1992 (the first year of the Lease in which real estate tax adjustments are payable) through 1994.**
- 3) The Lessor covenants and agrees that it will assume full and complete responsibility for the payment of any and all real estate tax reimbursements due to prior owners of the Building during the term of this Lease, including, without limitation, any payable to Garmel Enterprises, Inc. and Old Country Realty Corp.**

③

Lessor
Government

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 11 TO LEASE NO. GS- 02B-22525	DATE Sept. 6, 1996
ADDRESS OF PREMISES 107 Charles Lindbergh Boulevard, Garden City, New York		
THIS AGREEMENT, made and entered into this date by and between HPI Partners-One L.P.,		
whose address is Attn.: (b) (4) Suite 2320 227 West Trade Street Charlotte, NC 28202		
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to supplement the above Lease to provide for alterations to be performed by the Lessor in accordance with the attached work proposal letter labeled Attachment No. 1 and the attached Government's General Conditions for Lease Alterations labeled Attachment No. 2, at a lump-sum cost to the Government of (b) (4)		
NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective August 30, 1996, as follows:		
1) The Lessor shall, at the Lessor's sole cost and expense, provide all labor and materials necessary to perform the required alterations, inclusive of all demolition, painting, ceiling preparation and carpentry work required, in accordance with Attachment Nos. 1 and 2, attached hereto and made a part hereof.		
continued...		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR HPI Partners-One L.P. (b) (6)	Property Mgr. One old city Rd. - Carroll NY ADMINISTRATION Contracting Officer	

- 2) The Lessor agrees to proceed with due diligence to complete all alteration work covered under this Supplemental Lease Agreement (SLA) No. 11 within sixty (60) calendar days after the execution of this SLA No. 11 by the Government. All work is to be performed in a workmanlike manner. The Government agrees to provide the Lessor with access to the classroom/training area during normal business hours for the purpose of performing the alterations covered under this SLA No. 11. In the event that the Government requests work to be performed during non-business (premium or overtime) hours the Lessor shall, prior to the commencement of the work, submit to the Government a detailed cost estimate showing the anticipated additional charges. In no event shall the Government be responsible for any premium or overtime work charges unless the Lessor has first received prior written approval from the Government that it agrees to fund the additional charges. No equipment or supplies shall be left or stored unattended in areas outside of the classroom/training area during normal business hours.
- 3) The Lessor shall give the Government at least five (5) business days notice in writing of the anticipated completion date of the alteration work covered under this Supplemental Lease Agreement No. 11. The Government shall have five (5) business days from the anticipated date of completion to inspect the alterations to ensure that the alterations have been satisfactorily completed in accordance with Attachment No. 2, Government's General Conditions for Lease Alterations (PBS P 1600. 1A, Ch. 7).
- 4) The Lessor shall be required to maintain and repair all items installed as part of this Supplemental Lease Agreement No. 11 in accordance with the provisions of the Lease as if such items were installed as part of the initial space alterations of the demised premises.
- 5) Upon the Government's acceptance of the alterations set forth in Paragraph No. 1 above as satisfactorily complete, and upon receipt of an invoice from the Lessor in proper form, the Government shall pay the Lessor in a one-time lump-sum payment the amount of (b) (4) as payment in full for the alterations provided and installed in accordance with Attachment Nos. 1 and 2 of this SLA No. 11.

(2)

Lessor Sm
Government UA

P. 02

P. 22

Attachment No. 1

(b) (4)

PROPOSAL

pg 1 of 8

(b) (4)

PHONE

DATE _____

741-8141

8/16/96

JOB NAME / LOCATION

REVISION OF 95-027-L 4/4/95

RESEARCH

121931

96-202-B

As a result of these discussions and negotiations for

ST-TEMP MECHANICAL CORP. WILL SUPPLY AND INSTALL THE FOLLOWING:

1. INSTALL NEW 12 TON ROOFTOP PACKAGE UNIT WITH 42 KW OF ELECTRIC HEAT VOLTAGE OF THIS UNIT TO BE 460V/3PHASE.
2. DUCTWORK TO CONSIST OF ONE SUPPLY AND ONE RETURN FROM UNIT TO FIRST FLOOR WITH MANUAL TUNE BY PASS DAMPER UNDER UNIT (SEE DRAWINGS)
3. SUPPLY DUCTS TO END AS CLOSE TO UNITS AS POSSIBLE, IE: AC 1-1, 1-2, 1-9, 1-11 AND 1-12. TO SUPPLY FRESH AIR TO THE RETURNS OF THE UNITS.
4. CONTROL SYSTEM TO CONSIST OF ONE SEVEN (7) DAY TIME CLOCK AND ONE DISCHARGE AIR TEMPERATURE CONTROL TO MAINTAIN 70 DEGREE D.A.S. ADJUSTABLE.
5. PRICE TO INCLUDE POWER WIRING FROM M.E. ROOM ON THE FIRST FLOOR TO UNIT.
6. PRICE TO INCLUDE LABOR BETWEEN THE HOURS OF 8:00 AM TO 4:30 PM, MONDAY THROUGH FRIDAY. ANY LABOR AFTER THOSE HOURS WILL BE CHARGED ACCORDINGLY.

(b) (4)

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

CE OF JOB

IN JOB

REAL PRICE OF JOB

[illegible][illegible]

Signature

40.2. 2nd Report: May 1961
 40.3. 3rd Report: May 1962

Acceptance of Proposal

Acceptance of Proposal - The above priced specifications are hereby accepted. You are authorized to proceed with the work. Payment will be made as outlined above.

Abstract

Abstract

Lesson

Conclusions

NO. 950 P005

34 100

Σ ← 1000000

2

87:51 96/97/98

[REDACTED]

(b) (5), (b) (7)(F)

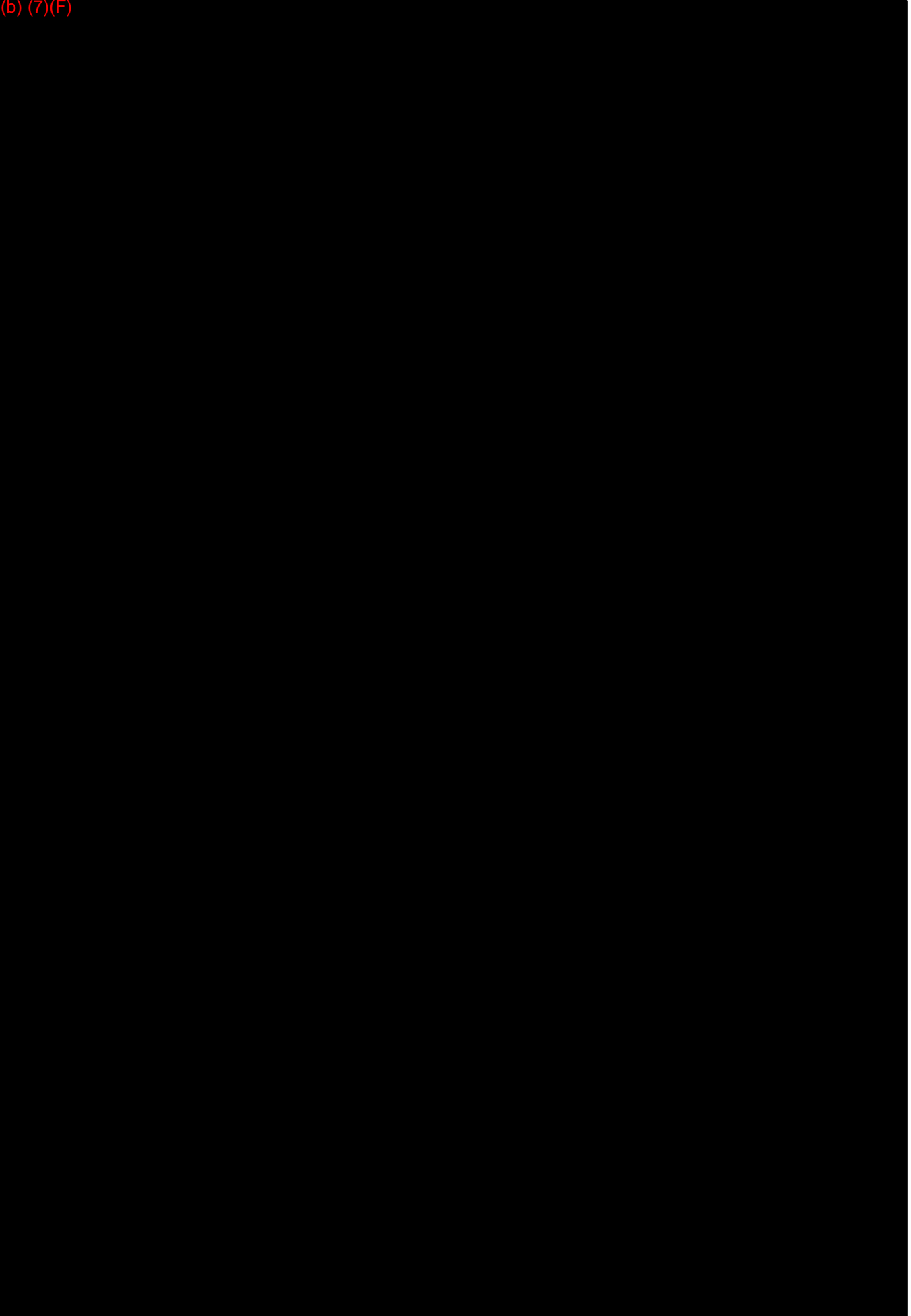
(b) (7)(F)



(b) (7)(F)



(b) (7)(F)



[REDACTED]

LEASE ALTERATIONS - GENERAL CONDITIONS:
(REFERENCE FBS P 1500.1A, CR-7)

GENERAL CONDITIONS FOR LEASE ALTERATIONS

ATTACHMENTS
No. 2
Pg 1 of 3

1. CONDITIONS AFFECTING THE WORK.

It is the responsibility of the lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and be informed as to all conditions, including other work, if any, being performed. Failure to do so will in no way relieve the lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

2. SPECIFICATIONS.

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the lessor, save only at his own risk and expense.

3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.

(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

4. LAWS AND ORDINANCES.

The lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

5. SCHEDULING AGREEMENT WORK.

The lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. Lessor should ascertain the hours during which work can be performed when preparing his offer.

(11)

LESSOR Sm
CONTRACTING OFFICER Cast

pg 2 of 3

6. USE OF BUILDING.

The lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use.

The lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Buildings Manager, guards, inspectors, etc.

7. ACCIDENT PREVENTION.

The lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

8. FIRE HAZARDS.

The lessor shall take every precaution to prevent fires during the performance of this agreement. The lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

9. MATERIALS.

The lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of a quality to conform with applicable Federal Specifications. Upon request, the lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The lessor will not use any material which the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

10. LESSOR EMPLOYEES.

Each employee of the lessor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

(12)

Lessor

Government

P 363

11. EXTRAS.

Except as otherwise provided in the agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

12. PRICING OF ADJUSTMENTS.

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

13. DEBRIS AND CLEANING.

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the lessor who shall remove them from the job site.

14. GUARANTEE.

Unless otherwise provided in the specifications, the lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

15. INSPECTION.

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

16. INDEMNITY.

The lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the lessor.

(13)

Lease Jan
Government (Signature)

**SCHEDULE FOR INSTALLATION OF NEW 10 TON UNIT
FOR THE IRS BUILDING**

INSTALLATION OF ROOM AIR	9/27/96		
RIGGING UNIT	9/30/96		
START INSTALLATION OF DUCT SYSTEM	9/30/96		
COMPLETION OF DUCT SYSTEM	10/4/96		
ELECTRICAL CONNECTION TO UNIT	10/1/96		
HOO UP CONTROLS TO UNIT	10/2/96		
START SYSTEM AND CHECK OPERATION	10/2/96		

File
Bush

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
NO. 12

DATE 3/13/97

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.
GS- 02B-22525

ADDRESS OF PREMISES

107 Charles Lindbergh Boulevard, Garden City, New York

THIS AGREEMENT, made and entered into this date by and between

HPI Partners, One L.P. (attn (b) (4))

whose address is

227 West Trade Street, Suite 2320
Charlotte, NC 28202

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

the parties hereto desire to supplement the above Lease to provide

for alterations to be performed by the Lessor.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, effective March 14, 1997, as follows:

SEE ATTACHED

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

(b) (6)

Property Manager
(Title)

(Address)

Contracting Officer

(Official Title)

SUPPLEMENTAL LEASE AGREEMENT NUMBER 12
TO LEASE NUMBER GS-02B-22525

- 1) The Lessor hereby agrees to proceed with due diligence to provide all labor, materials and supervision necessary to provide all alterations and/or installations as shown on the floorplans labeled "Exhibit E-1" and "Exhibit E-2" attached hereto and made a part hereof. Further, these alterations shall be completed in accordance with Attachment "A" entitled "Revised Scope of Work" dated February 12, 1997, attached hereto and made a part hereof.
- 2) The Lessor shall perform all work on weekends commencing on each Friday at 6:30 p.m. and completion of that weekends work by the following Sunday, 12:00 midnight. The Lessor shall ensure that the work areas are ready for the Government's use the following work day.
- 3) Upon satisfactory completion of all required alterations identified in this Supplemental Lease Agreement and Government acceptance of the work as satisfactorily completed, the Lessor shall submit an itemized invoice to the Government whereupon the Government shall make a onetime lump-sum payment of (b) (4) to the Lessor. Upon payment as hereinabove described, all removable fixtures installed pursuant to this supplemental lease agreement shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government, and the Lessor relinquishes forever all its rights, title and interest in and to any and all such removable fixtures installed in accordance with this supplemental lease agreement.
- 4) The Lessor hereby agrees to proceed with the work so as to complete all the alterations requested in this supplemental lease agreement no later than April 30, 1997. In the event that the Lessor fails to complete the foregoing work within the specified time, the Government reserves the right to complete said work, and deduct the costs thereof from the rental.
- 5) The required alterations of this supplemental lease agreement shall be in accordance with the general construction specifications in the lease. The Lessor shall be required to maintain and repair all alterations completed as part of this supplemental agreement in accordance with the provisions of the Lease.
- 6) Except as modified in this supplemental lease agreement, all other terms and conditions of the Lease shall remain in full force and effect, and in the event that any terms and conditions of this supplemental lease agreement may conflict with any terms and conditions of the Lease, the terms and conditions of this supplemental lease agreement shall control and govern.

Lessor  Government 

1064

REVISED 2/21/77

(b) (6)

ATTACHMENT A

REVISED SCOPE OF WORK

LOCATION: GARDEN CITY, NEW YORK

WORKSTATIONS: 71(Approximately)

PRINTERS: a. Laser - 8
b. Dotmatrix - 14

SERVERS: 6

FLOOR BOXES: 43(Approximately)

SUBJECT: Wiring of workstations for Electrical and
Tele-communication outlets.

Overall scope of work consists of providing(provide will
always mean furnished and installed) floor outlets at each of the
workstations and outlets for printers and servers. The floor
outlets shall match the existing one. The typical floor outlet(WSI)
shall house two(2) Duplex receptacles, 20 amperes NEMA 5-20R,
Orange color body and two(2) 8-position RJ-45 Modular Jacks for

(b) (7)(F)

2 of 4

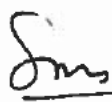

Sma (CWA)
Lesser Sou't

Also on second floor five(5) locations will have printers and each of these location will have two(2) dedicated duplex wall mounted outlets(one circuit for laser & second circuit for Dotmatrix printers).

WIRING SPECIFICATION.

(b) (7)(F)



 
Lessor Gov't

3064



25-Pair Connector Prewired S110 Blocks

Our prewired S110 blocks can be ordered with the pair twist maintained between the S110 connecting block and 25-pair connector for optimum transmission performance. The Siemon Company 700 series 25- or 50-pair prewired S110 blocks come with label holders, white designation labels and black Velcro® holdowns for securing 25-pair cables. Prewired S110 blocks can be ordered with or without detachable mounting legs.

ORDERING INFORMATION:

S700(X)110-B1(XX) 25- or 50-pair prewired S110 Blocks

Use (X) to specify with or without detachable mounting legs: A = With legs, D = without legs

Use (XX) to specify 25- or 50-pair wiring capacity:

25 = one 25-pair connector prewired to a S110 wiring block

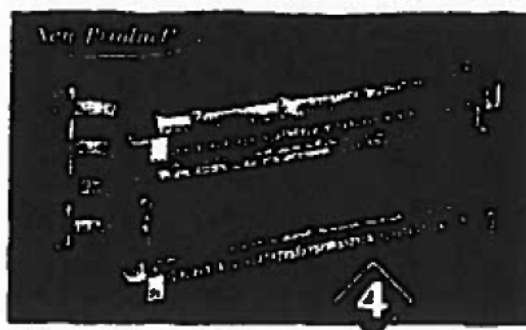
50 = two 25-pair connectors prewired to a S110 wiring block

For twisted-pair option, substitute BT in place of B1 in part number

To specify male 25-pair connector(s), add the suffix M to the part number, otherwise female connectors will be used.

S110 SMAK® KIT

Our S110 SMAK kit allows the user to add modular components to an S110 or compatible wiring block simply by snapping a one-piece bracket over the block. Standard kits include 2 or 4-pair modular jacks, label holders with white designation labels, and a black-anodized aluminum bracket. UL LISTED 1863.



Modular Jack Prewired S110 Blocks

The Siemon Company S110 Block prewired with modular jacks comes complete with 100- or 300-pair wiring block, modular jacks, designation labels, and pre-terminated S110C-4 connecting blocks. Twisted-pair wiring between the connecting block and the jack is available for optimum transmission performance. Detachable mounting legs are optional with the S110 100-pair block only.

* Category 4 compliant when ordered with twisted-pair wiring.

ORDERING INFORMATION:

S110(X)B1-100P(XX) 100-pair, S110 Wiring Block prewired to 12, 2 or 4-pair modular jacks

S110AB1-300IFT4 300-pair, S110 Wiring Block with mounting legs and 30 modular jacks prewired with T568A wiring scheme.

S110AB1-300JP38 Same as above, but with T568B wiring scheme.

Use (X) to specify with or without detachable mounting legs: A = with legs, D = without legs

Use (XX) to specify wiring scheme:

U2 2-pair jack, USOC

U4 4-pair jack, USOC

12** 4-pair jack, T568B

T4** 4-pair jack, T568A

UK 4-pair keyed jack, USOC

AK** 4-pair keyed jack, T568B

TK** 4-pair keyed jack, T568A

E2** 2-pair, 8-position jack, Ethernet

UT** 2-pair, 8-position jack, Token Ring

T2** 2-pair, 8-position jack, TP-PMD

NOTE: **Available with twisted-pair wiring only.

ORDERING INFORMATION:

SMAK-110 Bracket and two label holders with white designation labels

SMAK-110(XX) Bracket, twelve modular jacks, and two label holders with white designation labels

Use (XX) to specify wiring schemes. Available schemes same as listed above for modular jack prewired S110 blocks.

4 of 4

Smr. (signature)
Lessor Scott

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 13

9/11/98

TO LEASE NO.

GS- 02B-22525

ADDRESS OF PREMISES

107 Charles Lindbergh Boulevard, Garden City, New York

THIS AGREEMENT, made and entered into this date by and between HPI Partners-One L.P.,

**whose address is 227 West Trade Street, Suite 2320
Charlotte, NC 28202**

**hereinafter called the Lessor, and the UNITED STATES OF AMERICA,
hereinafter called the Government:**

Whereas the parties hereto desire to supplement the above Lease to provide for alterations to be performed by the Lessor in accordance with the Lessor's attached cost proposal labeled Attachment No. 1, the attached Government's General Conditions for Lease Alterations labeled Attachment No. 2, the attached 1st floor draft scope of work labeled Exhibit "A-1", the attached 2nd floor draft scope of work labeled Exhibit "A-2", the attached 1st floor draft furniture plan labeled Exhibit "A-3" and the attached draft U.S. Census floor plan labeled Exhibit "A-4", at a lump sum cost to the Government of (b) (4)

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective September 11, 1998, as follows:

- 1) The Lessor shall, at the Lessor's sole cost and expense, provide all labor and materials necessary to perform the required alterations in accordance with Attachment Nos. 1 and 2 and Exhibits labeled "A-1" through "A-4", attached hereto and made a part hereof.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

continued...

(b) (6)

Prop. Insp.

(Name)

(Address)

MINISTRATION

Contracting Officer

(Official Title)

CSA FORM 746

- 2) Immediately upon the execution of this SLA No. 13 by the Government the Lessor shall diligently proceed with the preparation of construction plans and specifications in accordance with the attached Exhibits "A-1" through "A-4" so as to deliver same to the Government within five (5) business days. The Government shall have three (3) business days from receipt of said plans to review and either approve or comment upon said plans. The Lessor shall have two (2) business days to make any required revisions and to submit said revised plans to the Government. In the event of any conflict between Exhibits "A-1" through "A-4" on the one hand and the final Government-approved construction plans and specifications on the other hand, the latter shall control.
- 3) The Lessor agrees to proceed with due diligence to complete all alteration work covered under this Supplemental Lease Agreement (SLA) No. 13 within thirty (30) days after the execution of this SLA No. 13 by the Government. All work is to be performed in a workmanlike manner. All work is to be performed during premium or "non-business" hours unless approved in advance by the GSA Contracting Officer.
- 4) The Lessor shall give the Government at least ten (10) business days notice in writing of the anticipated completion date of the alteration work covered under this SLA No. 13. The Government shall have five (5) business days from the anticipated date of completion to inspect the alterations to ensure that the alterations have been satisfactorily completed in accordance with Attachment No. 2, the Government's General Conditions for Lease Alterations (PBS P 1600. 1A, Ch. 7). For the purpose of this agreement, satisfactorily complete(d) shall mean that the work required to be performed by the Lessor as part of this SLA No. 13 has been completed to a level that would allow the altered space to be reasonably used for its intended purpose.
- 5) The Lessor shall be required to maintain and repair all items installed as part of this SLA No. 13 in accordance with the provisions of the Lease as if such items were installed as part of the initial space alterations of the demised premises.

(2)

Lessor _____
Government _____

- 6) As payment in full for the alterations provided and installed in accordance with Paragraph No. 1 of this SLA No. 13 the Government shall pay the Lessor the amount of (b) (4) (the "Lessor's Work Payment"). The Lessor's Work Payment shall be due and payable by the Government to the Lessor in two (2) unequal installments, as follows:
- (i) (b) (4) shall be paid upon (a) the Contracting Officer's determination that the Lessor's Work has reached a point that is, at a minimum, one half complete; and (b) upon the Government's receipt of Lessor's invoice therefor.
 - (ii) The balance of the Lessor's Work Payment shall be paid upon (a) the Government's acceptance of the alterations set forth in Paragraph No. 1 above as satisfactorily complete; and (b) the Government's receipt of Lessor's invoice therefor.
- 7) Upon payment as described, all removable fixtures, partitions, etc., shall become the property of the Government and may be changed, altered, relocated and/or moved from the premises by the Government and the Lessor hereby relinquishes forever all of its rights, title and interest to any and all such removable fixtures, partitions, etc., furnished and installed in accordance with this SLA No. 13. The Government shall promptly repair any damage to the demised premises and/or the building caused by any change, alteration, relocation and/or removal by the Government.
- 8) For the purposes of this Lease the Government (the "Lessee" or the "Tenant" shall be deemed to be the sole occupying tenant under the Lease and, as such, may elect to house more than one Government agency within the space leased to the Government. However, under no circumstances shall the Government be deemed as more than one (1) tenant.

③

Lessor

Government

(b) (4)

September 1, 1998

Mr. Charles Jung
General Services Administration
107 Charles Lindbergh Blvd.
Garden City, New York 11501

Attachment
No. 1

pg 1 of 2

PROPOSAL

Re: Interior Office Renovation
IRS Facility
107 Charles Lindbergh Blvd.
Garden City, N Y 11501

WE PROPOSE THE FOLLOWING SCOPE OF WORK AS PER THE FOLLOWING PLANS:

(b) (4)

- General Conditions
- Demo & Clean up
- Carpentry & Drywall
- Electric
- Carpet
- Doors & Frames
- Ceilings
- Tape, Spackle & Paint
- Plumbing
- Built-Ins
- Toilet Accessories
- HVAC (exhaust fans)
- Toilet Partitions
- Profit & Overhead
- Construction Plan

(b) (4)

(4)

Gov't Lesson

Mr. Charles Jung
Page 2

Pg 2 of 2

EXCLUSIONS

(b) (4)



(b) (6)



Date

9-11-98

Sm
WR

Date

9-10-98

⑤

WV / Sm
Golf Lesson

LEASE ALTERATIONS - GENERAL CONDITIONS:
(REFERENCE FBS P 1600.1A, CH:7)

GENERAL CONDITIONS FOR LEASE ALTERATIONS

Attachment
No. 2
Pg 1 of 3

1. CONDITIONS AFFECTING THE WORK.

It is the responsibility of the lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and be informed as to all conditions, including other work, if any, being performed. Failure to do so will in no way relieve the lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

2. SPECIFICATIONS.

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the lessor, save only at his own risk and expense.

3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.

(b) If this agreement exceeds (b) (4), the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

4. LAWS AND ORDINANCES.

The lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

5. SCHEDULING AGREEMENT WORK.

The lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. Lessor should ascertain the hours during which work can be performed when preparing his offer.

(6)

Lessor

Government

PS 2 of 3

6. USE OF BUILDING.

The lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use.

The lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Buildings Manager, guards, inspectors, etc.

7. ACCIDENT PREVENTION.

The lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

8. FIRE HAZARDS.

The lessor shall take every precaution to prevent fires during the performance of this agreement. The lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

9. MATERIALS.

The lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of a quality to conform with applicable Federal Specifications. Upon request, the lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The lessor will not use any material which the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

10. LESSOR EMPLOYEES.

Each employee of the lessor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

(7)

Lessor [Signature]
Government [Signature]

11. EXTRAS.

Except as otherwise provided in the agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

12. PRICING OF ADJUSTMENTS.

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

13. DEBRIS AND CLEANING.

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the lessor who shall remove them from the job site.

14. GUARANTEE.

Unless otherwise provided in the specifications, the lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

15. INSPECTION.

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

16. INDEMNITY.

The lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the lessor.

8

Lessor

Government

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 14
TO LEASE NO. GS-02B-22525

DATE
12/1/98

ADDRESS OF PREMISES:

107 Charles Lindbergh Boulevard, Garden City, New York

THIS AGREEMENT, made and entered into this date by and between HPI Partners-One L.P.,

whose address is 227 West Trade Street, Suite 2320
Charlotte, NC 28202

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to supplement the above Lease to provide for alterations to be performed by the Lessor in accordance with the attached U.S. Census plan labeled Exhibit "B" at a lump sum cost to the Government of (b) (4)

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 26, 1998, as follows:

SEE ATTACHED

All other terms and conditions of the Lease shall remain in force and in effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: HPI PARTNERS-One L.P.

(b) (6)

Property Manager
(Title)

One Old Country Rd, Carle Place, NY
(Address)

GENERAL SERVICES ADMINISTRATION

Contracting Officer

(Official Title)

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

**SUPPLEMENTAL AGREEMENT
NO. 14**

DATE

TO LEASE NO. GS-02B-22525

1. The Lessor shall, at the Lessor's sole cost and expense, provide all labor and materials necessary to perform the following work in accordance with Exhibit "B", attached hereto and made a part hereof:

- a) Furnish and install 8 duplex outlets;
- b) Furnish and install two dedicated outlets;
- c) Furnish and install a 4 foot by 4 foot backboard in the Storage/Mailroom;
- d) Furnish and install a total of nine (9) dedicated 20 amp circuits in clusters of two (2), three (3), two (2), two (2) at the locations shown on Exhibit "B". Said outlets shall be installed over a distance of approximately 35 - 40 feet. Exact locations shall be pre-approved by the Contacting Officer.

2. Upon satisfactory completion of the alterations in paragraph 1, and Government acceptance of these alterations as satisfactorily completed, the Lessor shall submit an itemized invoice to the Government, whereupon the Government shall make a one-time lump sum payment to the Lessor in the amount of (b) (4). Upon payment as hereinabove described, all those removable fixtures installed in accordance with this paragraph shall become the property of the Government and may be changed, relocated, and/or removed from the leased premises by the Government, and the Lessor relinquishes forever all its rights, title and interest in and to any such removable fixtures installed in accordance with this paragraph.

Lessor

Government

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 15

DATE
11/1/99

TO LEASE NO. GS-02B-22525

ADDRESS OF PREMISES:

107 Charles Lindbergh Boulevard, Garden City, New York 11530

THIS AGREEMENT, made and entered into this date by and between HPI Partners-One L.P.,

whose address is 227 West Trade Street, Suite 2320
Charlotte, NC 28202

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the original term of the Lease is currently scheduled to expire on May 4, 2000; and

WHEREAS, in accordance with Paragraph No. 5 of the Lease, the Lease may be renewed at the option of the Government for a single five (5) year term provided that notice be given in writing to the Lessor at least 180 days before the end of the original Lease term; and

WHEREAS, 180 days before the May 4, 2000 termination date of the original Lease term has been calculated to be November 6, 1999; and

WHEREAS, in accordance with Paragraph No. 17 of the SFO section to the Lease, the Lessor was required to notify the Government, in writing, at least thirty (30) days and no more than sixty (60) days prior to the date (November 6, 1999) by which the Government is required to give notice if it desires to exercise the renewal option; and

WHEREAS, Paragraph No. 17 also provides that, if the Lessor fails to notify the Government in writing within the required time frame, then the Government shall have the right to exercise the renewal option at any time prior to the expiration date of the Lease; and

All other terms and conditions of the Lease shall remain in force and in effect.

IN WITNESS WHEREOF, the parties subscribed there names as of the above date.

LESSOR: HPI Partners-One L.P.

(b) (6)

MICHAEL VERRUTO, VICE PRESIDENT
HPI ONE CORP, GENERAL PARTNER OF
HPI PARTNERS ONE, LP

(Title)

227 W. TRADE ST. #2320
CHARLOTTE, NC 28202

(Address)

GENERAL SERVICES ADMINISTRATION

Contracting Officer

(Official Title)

WHEREAS, the Lessor provided the Government with verbal notification concerning the lease renewal option but did not provide the Government with written notification within the time frame required under Paragraph No. 17; and

WHEREAS, the parties hereto desire to change the date by which the Government must provide the Lessor with written notification that it is exercising the single five (5) year renewal option contained in the Lease; and

WHEREAS, in accordance with Paragraph No. 4 of the Lease, the Government has the right to terminate this Lease at any time during the renewal option period by giving at least 180 days notice in writing to the Lessor; and

WHEREAS, the parties hereto desire to change the length of the termination notice period that the Government must provide to the Lessor during the renewal option term of the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 1, 1999, as follows:

- 1) The parties hereto agree that the Lease may be renewed at the option of the Government for a single five (5) year term provided that notice is given in writing to the Lessor by no later than February 1, 2000. Said notice shall be computed commencing with the day after the date of mailing.**
- 2) The parties hereto agree that the Government may terminate this Lease at any time during the renewal option term by giving at least three hundred and sixty-five (365) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.**
- 3) The Lessor shall not be required to perform any cyclical painting or re-carpeting work at the leased location until such a time that the Government has given written notice to the Lessor exercising the lease renewal option.**
- 4) All other terms and conditions of the Lease shall remain in full force and effect.**

(2)

Lessor

Government

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 16	DATE 6/29/00
TO LEASE NO. GS-02B-22525		
ADDRESS OF PREMISES: 107 Charles Lindbergh Boulevard, Garden City, New York 11530		
<p>THIS AGREEMENT, made and entered into this date by and between HPI Partners-One L.P.,</p> <p>whose address is 227 West Trade Street, Suite 2320 Charlotte, NC 28202</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the Government requested and the Lessor provided overtime janitorial services to the Government space currently occupied by the U.S. Census Bureau at the leased premises; and</p> <p>WHEREAS, the parties hereto desire to supplement the above Lease to provide for a reimbursement to the Lessor for overtime janitorial services provided by the Lessor at a lump-sum cost to the Government.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>June 27, 2000</u>, as follows:</p> <p>1) The parties hereto agree that the Government shall pay the Lessor in a one-time lump-sum payment the amount of (b) (4) as payment in full for any and all overtime janitorial services provided by the Lessor as of the execution date of this Supplemental Lease Agreement No. 16 (reference Attachment No. 1 to this SLA).</p> <p>All other terms and conditions of the Lease shall remain in force and in effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed there names as of the above date.</p> <p>LESSOR: HPI Partners-One L.P. (b) (6) [REDACTED] </p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 40%;"> <p><i>Property Manager</i> _____ (Title)</p> <p><i>135 West Gate Dr, Huntington NY 11743</i> (Address)</p> </div> <div style="width: 50%; text-align: center;"> <p>GENERAL SERVICES ADMINISTRATION</p> <p>_____</p> <p>CONTRACTING OFFICER (Official Title)</p> </div> </div>		

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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT DATE NO. 17 3/9/2001 TO LEASE NO. GS-02B-22525
ADDRESS OF PREMISES: 107 Charles Lindbergh Boulevard, Garden City, New York 11530	
THIS AGREEMENT, made and entered into this date by and between HPI Partners-One L.P.,	
whose address is 227 West Trade Street, Suite 2320 Charlotte, NC 28202	
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:	
WHEREAS, the original term of the Lease was scheduled to expire on May 4, 2000; and	
WHEREAS, in accordance with leasehold renewal option rights contained in Paragraph No. 5 of the Lease, the Government exercised a single five (5) year lease renewal option thereby effectively extending the term of the lease for the period commencing on May 5, 2000 and expiring on May 4, 2005, subject to early termination by the Government: and	
WHEREAS, in accordance with Paragraph No. 2 to Supplemental Lease Agreement (SLA) No. 15 to the Lease, the Government holds the unilateral right to terminate the Lease at any time during the lease renewal option period by giving at least three hundred and sixty-five (365) days prior written notice to the lessor; and	
WHEREAS, the Government has previously notified the Lessor about heating and cooling temperature deficiencies at the subject Premises that were not in conformance with the minimum and maximum temperature requirements contained in the Lease: and	
All other terms and conditions of the Lease shall remain in force and in effect.	
continued ...	
IN WITNESS WHEREOF, the parties subscribed there names as of the above date.	
(b) (6)	MICHAEL VERRUTO VICE PRESIDENT <small>(Title)</small>
	HPI MANAGEMENT, LP 227 WEST TRADE STREET SUITE 2320 CHARLOTTE, NC 28202 <small>(Address)</small>
	ICES ADMINISTRATION
	Contracting Officer <small>(Official Title)</small>

501015-0015/5

WHEREAS, the Premises were constructed in two (2) phases with the original portion of the Premises identified as the south side (the "South Side") and the newer portion of the Premises identified as the north side (the "North Side") ; and

WHEREAS, the North Side is serviced by a heat pump based HVAC system with individual unit controls and the Lessor has proposed replacing the HVAC system in the South Side with a similar type of heat pump system that would include an energy management system that would control the HVAC for both sides of the leased Premises; and

WHEREAS, the parties hereto desire to supplement the Lease to eliminate the Government's early leasehold termination rights in exchange for the Lessor furnishing and installing a new heating, ventilation and air conditioning system (HVAC) to the South Side of the leased Premises at the lessor's sole cost and expense.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 1, 2001, as follows:

- 1) The parties hereto agree that, prior to May 1, 2001, the Lessor shall furnish and install a new HVAC system ("Lessor's Work") to the South Side of the leased Premises at the Lessor's sole cost and expense in accordance with the attached scope of work letter labeled Attachment No. 1. The Lessor agrees to present the Government with a reasonable installation schedule within ten (10) business days after the execution of this SLA No. 17. All work is to be performed during non-working hours (unless otherwise approved in advance by the Contracting Officer) especially work that causes excessive noise, disrupts the normal daily business operation of the Government and/or presents a hazardous condition to employees of the Government.
- 2) In exchange for the Lessor furnishing and fully installing the new HVAC system in accordance with Paragraph No. 1 above, the Government agrees to eliminate its leasehold termination rights during the renewal option period thereby effectively firming-up the term of the renewal option period through May 4, 2005.
- 3) In the event that the Lessor's Work has not been fully completed and the new South Side HVAC system is not fully functional by May 1, 2001, then the Government shall have the unilateral right to either terminate all provisions covered under this SLA No. 17 or to assess liquidated damages against the Lessor in the amount (b) (4) per calendar day for each and every calendar day that the Lessor's Work has not been fully completed to the satisfaction of the Government.

(2)

Lessor 
Government 

- 4) All Lessor's Work shall be performed in a skillful and workmanlike manner and the Lessor shall take all steps necessary to protect Government work surfaces and equipment from overhead debris. The Lessor shall also ensure that any furniture or equipment moved as part of this HVAC installation shall be returned to its proper location prior to the commencement of the next business day. The Lessor shall also be solely responsible for maintaining and repairing the new HVAC system at the Lessor's sole cost and expense as if it was installed as part of the original Lease. The Lessor's Work must comply with all applicable federal, state and local code requirements and the Lessor assumes sole responsibility for the design and installation of all Lessor's Work.
- 5) All other terms and conditions of the Lease shall remain in full force and effect.

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Lessor 
Government 

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 18
TO LEASE NO. GS-02B-22525

DATE
7/16/2001

ADDRESS OF PREMISES:

107 Charles Lindbergh Boulevard, Garden City, New York 11530

THIS AGREEMENT, made and entered into this date by and between HPI Partners - One L.P., whose address is 227 West Trade Street, Suite 2320, Charlotte, NC 28202

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to supplement the above Lease to provide for alterations to the leased premises, as hereinafter set forth, with the cost of the alterations amortized over the remaining lease term resulting in an increase in rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective 7/1/2001 as follows:

1. The Lessor shall at the lessor's sole cost and expense provide all labor and materials necessary to complete the required alterations, in accordance with the attached drawing titled Construction Scope of Work labeled Exhibit "C", the attached drawing titled Security Scope of Work labeled Exhibit "D", the attached Scope of Work labeled Attachment No. 1 and the attached Government's General Conditions for Lease Alterations labeled Attachment No 2, which are attached hereto and made a part hereof.
2. All material furnished and installed by the Lessor under this SLA No 18 shall meet the minimum specification requirements set forth in the Lease. The Lessor is responsible for all work to complete the alterations specified in this SLA No. 18, including but not limited to demolition cleanup, patching any existing space and carpeting affected and/or damaged by the required alterations, and final space cleanup.
3. The lessor shall proceed with due diligence to complete all alteration work covered under this SLA No. 18 by no later than September 18, 2001. All work is to be performed in a workmanlike manner. All work causing excessive noise, dust, fumes (i.e. demolition, etc) shall be performed during non-business hours unless otherwise approved in advance by a GSA Contracting Officer.
4. The Lessor shall give the Government at least ten (10) business days notice in writing of the anticipated completion date of the alteration work covered under this SLA No. 18. The Government shall have five (5) business days from the anticipated date of completion to inspect the alterations to ensure that the alterations have been satisfactorily completed. For the purpose of this agreement, satisfactorily completed shall mean that the work required to be performed by the Lessor as part of this SLA No. 18 has been completed to a level that would allow the altered space to be reasonably used for its intended purpose by the Government.

CONTINUED

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

(b) (6)

Asst Treas. of HPI One Corp, which is the
general partner of HPI Partners One, LP.
227 W. Trade Street, Suite 2320
Charlotte NC 28202
(Title)
(Address)

SERVICES ADMINISTRATION

Contracting Officer

(Official Title)

Continuation of Supplemental Lease Agreement No.18 to Lease
No. GS-02B-22525

5. Upon completion of the alterations in paragraph 1, and Government acceptance of the alterations as satisfactorily completed, the Government shall pay the Lessor additional annual rent of (b) (4) for the period commencing on September 18, 2001 and extending through May 4, 2005, payable at the rate of (b) (4) per month in arrears as reimbursement for the Lessor's work identified in item 1 above. Rent for a lesser period shall be prorated. The parties acknowledge and agree that the annual and monthly rentals set forth in this paragraph no. 5 include all payments necessary to fully amortize the Lessor's buildout costs for the work identified in this SLA No. 18. The commencement date for this rent shall be more particularly set forth in a supplemental lease agreement.

6. The additional rental amount specified in paragraph 5 is based on a total alteration cost of (b) (4) amortized over 44 months at an annual rate of 10.75%.

7. The Lessor shall be required to maintain and repair all items installed as part of this SLA No. 18 in accordance with the provisions of the Lease as if such items were installed as part of the initial space alterations of the demised premises.

8. Upon Government acceptance of the alterations as satisfactorily complete, all removable fixtures, partitions, etc., shall become the property of the Government and may be changed, altered, relocated and/or moved from the premises by the Government and the Lessor hereby relinquishes forever all of its rights, title and interest to any and all such removable fixtures, partitions, etc., furnished and installed in accordance with this SLA No. 18. The Government shall promptly repair any damage to the demised premises and/or the building caused by any change, alteration, relocation and/or removal by the Government.

9. Except as modified in this SLA NO. 18, all other terms and conditions of the Lease shall remain in full force and effect, and in the event that any terms and conditions of this SLA No. 18 may conflict with any terms and conditions of the Lease, the terms and conditions of this SLA No. 18 shall control and govern.

10. In the event that the Lessor has not completed the work identified in this SLA No. 18 by September 18, 2001, the Government shall have the unilateral right to assess liquidated damages against the Lessor in the amount of \$940 per calendar day for each and every calendar day that the Lessor's work has not been fully completed to the satisfaction of the Government.

INITIALS:

 & 
LESSOR GOVT

11. The Government reserves the right at its sole discretion to make a lump sum cash payment for any and all work performed by the Lessor under this SLA No. 18. Prior to the Government's acceptance of the required alterations as satisfactorily completed, the Government may choose to make a lump sum payment to the Lessor in the amount of (b) (4) in lieu of the additional rent identified in paragraph 5 of this SLA No. 18 and as payment in full for the alterations provided by the Lessor under this SLA No. 18.

12. The unit price for all material and labor provided by the Lessor to install each additional 110V - 20 amp dedicated line which may be requested by the Government at some future date within a year from the effective date of this SLA No. 18 is (b) (4). In the event the Government orders an additional outlet or outlets during this timeframe, upon installation by the lessor and Government acceptance of the outlet installation as satisfactorily completed, the Lessor shall submit an invoice, in proper form, to the Government, whereupon the Government shall make a one time, lump-sum payment to the Lessor at the rate agreed to in this paragraph 12.

INITIALS:

LESSOR

& GOVT


(b) (4)

CONSTRUCTION SCOPE OF WORK

May 8, 2001

with items 17 revised and 17A added on June 12, 2001
and item 12 revised on June 14, 2001

1. Remove 117 linear feet of floor to ceiling gypsum wall, one dutch door, one door with glass panel and three solid-core flush wood doors as indicated on attached drawing. Retain the two RH solid-core flush wood doors for item(s) #2 & #13 below. Retain the LH solid-core flush wood door for item #19 below.
2. Replace existing vision-panel door in Grand Jury Files Storage Room with RH solid-core flush wood door from item #1. Repair any minor damage to door and touch-up stain / finish where required. Retain vision-panel door for item # 20 below.
3. Relocate thermostat as per drawing.
4. Relocate two (2) fire extinguishers as per drawing.
5. Remove six (6) power poles as per drawing.
6. Remove phone panel from future LDC Records Storage Room. Patch / spackle all holes and prepare surface for new vinyl wallcovering (item #37).
7. Remove 38 surface-mounted phone/data jacks as per drawing.
8. Remove 10 recessed phone/data jacks as per drawing. Patch / spackle all holes and prepare surface for new vinyl wallcovering (item #37).
9. Remove 20 WSI floorboxes as per drawing. Patch remaining holes and prepare surface for carpeting. Retain parts / pieces for item #11 and for future use.
10. Relocate 9 WSI floorboxes as per drawing. Patch all holes and prepare surface for carpeting.
11. Install 2 WSI Floorboxes as per drawing. Utilize parts / pieces from item #9.
12. Install four (4) 110V - 20 AMP dedicated lines with junction box to each of six (6) WSI floorboxes and two (2) 110V - 20 AMP dedicated lines with junction box to each of two (2) WSI floorboxes for the purpose of providing electric power to systems furniture. Electrician will also be responsible for connecting the wiring harnesses of systems furniture to the junction boxes after the furniture is installed. Affected floorboxes will be notated on drawing when determined.

13. Construct 16 linear feet of floor to ceiling gypsum wall with one door to expand the LDC Group Manager Office as shown on drawing. 5/8" gypsum wallboard is to be used along with sound attenuation batting so as to achieve a minimum STC rating of 45. Re-use RH solid-core flush wood door from item #1. Repair any minor damage to door and touch-up stain / finish where required.
14. Construct 12 linear feet of floor to ceiling gypsum wall to expand IDF Closet as shown on drawing. 5/8" gypsum wallboard is to be used. Re-use existing double door.
15. Construct 58 linear feet of floor to slab gypsum wall with two (2) new 1-3/4" thick, stain-grade, solid-core flush wood doors, as per drawing. 5/8" gypsum wallboard is to be used along with sound attenuation batting so as to achieve a minimum STC rating of 45. 9-gauge wire mesh may be used above ceiling. Doors are to be stained / finished to match existing doors in area.
16. Extend 242 linear feet of existing ceiling-high wall to slab with 9 gauge wire mesh, as per drawing.
17. Replace existing 30" x 30" sliding window in Reception Room with a 29" wide x 40" high Level 3 ballistic transaction window. Window is to have a natural voice communications system, stainless steel transaction tray, and a brushed metal parcel counter.
- 17A. (b) (7)(F) 
pane
tran
wall
wall panel material.
18. Provide and install Intercom to be centered on wall between door and transaction window in the Reception Room, as per drawing. Device must be 48" above finished floor.
19. Install the LH solid-core flush wood door from item #1 in the LDC Supervisory Investigative Analyst Office, as per drawing. Repair any minor damage to door and touch-up stain / finish where required.
20. Install door with vision panel from item #2 in the Shared Conference Room, as per drawing. Repair any minor damage to door and touch-up stain / finish where required.
21. Provide and install one (1) new 1-3/4" thick, stain-grade, solid-core flush wood door to serve as an Alarmed Emergency Fire Exit from the LDC space, as per drawing. Door is to be stained / finished to match existing doors in area.

22. All door hardware must be ADA compliant. Refer to the Security Scope Of Work for required lock hardware.
23. Provide and install two (2) 8' whiteboard / tackboard(s) in the Shared Conference Room in the location(s) shown on the drawing.
24. Provide and install one 8' whiteboard / tackboard in the Small Conference Room in the location shown on the drawing.
25. Install three (3) 110V - 20AMP dedicated duplex outlets in the location(s) shown on drawing.
26. Install twelve (12) 110V duplex wall outlets in the location(s) shown on drawing.
27. Install eight (8) wall-mounted data jacks in the location(s) shown on drawing.
28. Install five (5) wall-mounted phone jacks in the location(s) shown on drawing.
29. Install new light switches as per drawing. Rewire lighting fixtures as required to insure separate lighting controls for the LDC and Joint Asset Group.
30. Provide and install new and/or relocate existing lighting fixtures as required to maintain a uniform lighting level of 50 foot-candles at working surface height throughout the space.
31. Evaluate HVAC system and modify as required. Balance HVAC.
32. Repair / level ceiling tracks where required.
33. Replace all ceiling tiles with new throughout the space.
34. Remove existing wallcovering throughout the space except in the Grand Jury Files Storage Room and Seized Evidence Room. Prepare wall surfaces for new vinyl wallcovering.
35. Patch all holes and re-glue any loose wallcovering in the Grand Jury Files Storage Room and the Seized Evidence Room. Prime and apply two coats of acrylic latex paint over existing wallcovering in these two rooms. Color / finish to be selected from manufacturer's standards.
36. Repair any leaking windows, remove sill covers originally installed to cover existing water damage, repair any water damage to windowsills and prepare windowsills for new vinyl wallcovering.
37. Prepare all remaining walls for new vinyl wallcovering. Install new vinyl wallcovering on all walls and columns throughout the space except in the Grand Jury Files Storage Room and Seized Evidence Room (item #35). Pattern and color to be selected from manufacturer's standards.

38. Prime and paint all new metal doorframes and re-paint all existing metal doorframes with two coats of acrylic latex semi-gloss paint. Color to be selected from manufacturer's standards.
39. Repair any minor damage to existing wood doors and touch-up stain / finish where required.
40. Remove existing cove base throughout space. Provide and install new 4" vinyl cove base on all walls throughout space. Color to be selected from manufacturer's standards.
41. Re-carpet the entire space as per the 10 year carpet replacement requirement contained in the existing lease.
42. Provide and install new vertical blinds on all windows throughout the space.
43. Provide and install four (4) wall-mounted metal coat racks in the location(s) indicated on drawing. Each coat rack is to have eight (8) ball-joint, removable hangers.
44. Provide and install three (3) metal coat hooks - one on the interior side of each manager's office door.
45. Install 4-mil fragment retention film to conventional glazing used in the perimeter of the building.
46. Install hinges with non-removable or tamper-resistant pins on doors identified with an "H" on the Security Scope of Work floorplan dated 03/30/01.
47. All doors, new or existing, shall be equipped with an automatic door closer.
48. Provide STC 40 or better in all ceilings.
49. Provide a unit-price for each additional 110V - 20AMP dedicated line that may be required for the security system or for some other purpose not specified above.

LEASE ALTERATIONS - GENERAL CONDITIONS:
(REFERENCE FBS P 1600.1A, CH.7)

GENERAL CONDITIONS FOR LEASE ALTERATIONS

1. CONDITIONS AFFECTING THE WORK.

It is the responsibility of the lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and be informed as to all conditions, including other work, if any, being performed. Failure to do so will in no way relieve the lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

2. SPECIFICATIONS.

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the lessor, save only at his own risk and expense.

3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.

(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

4. LAWS AND ORDINANCES.

The lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

5. SCHEDULING AGREEMENT WORK.

The lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. Lessor should ascertain the hours during which work can be performed when preparing his offer.

Attachment 2

6. USE OF BUILDING.

The lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use.

The lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Buildings Manager, guards, inspectors, etc.

7. ACCIDENT PREVENTION.

The lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

8. PIPE HAZARDS.

The lessor shall take every precaution to prevent fires during the performance of this agreement. The lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

9. MATERIALS.

The lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of a quality to conform with applicable Federal Specifications. Upon request, the lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The lessor will not use any material which the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

10. LESSOR EMPLOYEES.

Each employee of the lessor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

11. EXTRAS.

Except as otherwise provided in the agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

12. PRICING OF ADJUSTMENTS.

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

13. DEBRIS AND CLEANING.

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the lessor who shall remove them from the job site.

14. GUARANTEE.

Unless otherwise provided in the specifications, the lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

15. INSPECTION.

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

16. INDEMNITY.

The lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the lessor.

P7 363

GENERAL SERVICES ADMINISTRATION -
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

EMENTAL AGREEMENT

NO. 19

DATE

11/19/01

TO LEASE NO. CS-02B-22525

ADDRESS OF PREMISES: 107 Charles Lindbergh Boulevard, Garden City, New York 11530

THIS AGREEMENT, made and entered into this date by and between HPI Partners - One L.P.,

whose address is 227 West Trade Street, Suite 2320
Charlotte, NC 28202

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to supplement and amend the above Lease to establish the commencement date for monthly payments to amortize the cost of alterations to the leased premises, as authorized by SLA #18 to this lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 19, 2001 as follows:

1. The Government shall pay the Lessor additional annual rent of (b) (4) for the period commencing on November 1, 2001 and extending through May 4, 2005, payable at the rate of (b) (4) per month in arrears as reimbursement for the Lessor's work identified in SLA #18.
2. The additional rental amount specified in paragraph 1 of this SLA No. 19 is based on a total alteration cost of (b) (4) amortized over 42 months at an annual rate of 10.75%.
3. The parties acknowledge and agree that the annual and monthly rentals set forth in paragraph no. 1 include all payments necessary to fully amortize the Lessor's buildout costs for the work identified in SLA No. 18 to the lease.
4. The lessor agrees to connect the wiring harnesses of systems furniture to the junction boxes after the furniture is installed, as per item 12 of Attachment 1 to SLA #18, within 10 (ten) days of written notification by the Government.

All other terms and conditions of the Lease shall remain in force and in effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR HPI Partners - One L.P.

(b) (6)

(b) (6)

(Signature)

L SERVICES ADMINISTRATION

Contracting Officer

(Official Title)

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 20
TO LEASE NO. GS-02B-22525

DATE
3/17/05

ADDRESS OF PREMISES: 107 Charles Lindbergh Boulevard, Garden City, New York 11530

THIS AGREEMENT, made and entered into this date by and between HPI Partners - One L.P., whose address is 100 North Tryon Street, Suite 5500 Charlotte, NC 28202-4024 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to supplement the above Lease to extend the term, reduce the space under lease, and establish a new annual rental rate;

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 5, 2005 as follows:

1. The term of the lease is hereby extended for a period of two (2) years commencing on May 5, 2005 and extending through May 4, 2007, at an annual rent of (b) (4) at the rate of (b) (4) per month in arrears. Rent for a lesser period shall be prorated.
2. Based upon mutual agreement, effective May 5, 2005, the Lessor will take back the 2328 BOMA usable square feet ("Take Back Space") identified in cross hatching on Exhibit "C" appended to and hereinafter a part of this Lease. SLA #8, Paragraph 1 is amended to reflect that the total space leased to the Government is 76,801 usable square feet. The 76,801 is computed as the difference between the 79,129 usable square feet referenced in SLA #8, Paragraph 1, minus the 2,328 usable square feet removed from the leased space by this SLA #20.
3. For purpose of real estate tax adjustment in accordance with paragraph 21 of the SFO portion of Lease. No.GS-02B-22525, SLA #8, paragraph 15 is amended to reduce the percentage of Government occupancy to 93.47%. There shall be no change to the base tax year.
4. Effective May 5, 2005, the Lessor, and not the Government, shall be responsible for providing and paying for the electricity to supply power to all lighting, electrical receptacles, air-conditioning, heat pumps, perimeter heating and other equipment servicing the Take Back Space identified on Exhibit "C". The Lessor shall remove this area from the electric meter which is paid by the Government. The Lessor shall further provide written certification to the Government Contracting Officer no later than May 15, 2005, that the meter measures Government usage within the exclusive use space leased by the Government and does not measure electricity to supply power to all lighting, electrical receptacles, air-conditioning, heat pumps, perimeter heating and other equipment servicing the Take Back Space.
5. The Lessor shall construct, within the Take Back Space, a second means of egress from the public corridor.
6. The Lessor, at Lessor's sole cost and expense, and at no cost to the Government, shall provide all materials, labor and permits to complete all work to accomplish Paragraphs 4 and 5 above. The Lessor shall remain responsible, at no further cost to the Government, for alterations that may be required to obtain the approval of the Town of Hempstead Department of Buildings and Nassau County Fire Marshall.

All other terms and conditions of the Lease shall remain in force and in effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

HPI Partners One LP
By: HPI One Corp. :

(b) (6)

(b) (6)

100 N. Tryon St. Suite 5500
Charlotte NC 28202
(Address)

S ADMINISTRATION

Contracting Officer

(Official Title)

[REDACTED]

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
NO. 22

DATE

5/8/09

TO LEASE NO. GS-02B-22525

ADDRESS OF PREMISES: 107 Charles Lindbergh Boulevard, Garden City, New York 11530

THIS AGREEMENT, made and entered into this date by and between HPI Partners – One L.P., whose address is: 100 North Tryon Street, Suite 5500, Charlotte, NC 28202-4024 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the Government wishes to extend the lease term for a period of twelve months, cancelable by the Government on sixty days prior notice to the Lessor.

NOW THEREFORE, the parties for the consideration recited herein, covenant and agree that the Lease is amended effective on the above date as follows:

1. The term of this Lease Agreement is extended for a period of twelve (12) months, effective May 5, 2009 and will continue through May 4, 2010. The annual rental rate during this lease extension shall be (b) (4) per annum or (b) (4) per month in arrears.
2. The Government may terminate this Lease at any time upon sixty (60) days written notice to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
3. The Lessor must be registered in the Central Contractor Registration System (CCR).

All other terms and conditions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: HPI Partners One LP

By: HPI One Corp.

Its: General Partner

(b) (6)

President

(Title)

100 N. Tryon St. Suite 5500 Charlotte NC 28202
(Address)

SERVICES ADMINISTRATION

Contracting Officer
(Official Title)

2009 MAY -8 AM 11:56

RECEIVED
SERVICES DIVISION
REALTY

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
NO. 23

DATE
5/7/10

TO LEASE NO. GS-02B-22525

ADDRESS OF PREMISES: 107 Charles Lindbergh Boulevard, Garden City, New York 11530

THIS AGREEMENT, made and entered into this date by and between HPI Partners – One L.P., whose address is: 100 North Tryon Street, Suite 5500, Charlotte, NC 28202-4024 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the Government wishes to extend the lease term for a period of twelve months, cancelable by the Government on sixty days prior notice to the Lessor.

NOW THEREFORE, the parties for the consideration recited herein, covenant and agree that the Lease is amended effective on the above date as follows:

1. The term of this Lease Agreement is extended for a period of twelve (12) months, effective May 5, 2010 and will continue through May 4, 2011. The annual rental rate during this lease extension shall be (b) (4) per annum or (b) (4) per month in arrears.
 2. The Government may terminate this Lease at any time upon one hundred twenty (120) days written notice to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
 3. The Lessor must be registered in the Central Contractor Registration System (CCR).
- All other terms and conditions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: HPI Partners One LP

By: HPI One Corp.

Its: General Partner

(b) (6)

RESIDENT
(Title)

33 can 3rd fl
Suite 1006 May 10/10
(Address)

ADMINISTRATION

Contracting Officer
(Official Title)

82-0144-1-144444

RECEIVED
GENERAL SERVICES ADMINISTRATION
MAY 10 2010

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
NO. 24

DATE

5/5/2011

TO LEASE NO. GS-02B-22525

ADDRESS OF PREMISES: 107 Charles Lindbergh Boulevard, Garden City, New York 11530

THIS AGREEMENT, made and entered into this date by and between HPI Partners – One L.P., whose address is: 100 North Tryon Street, Suite 5500, Charlotte, NC 28202-4024 hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the Government wishes to extend the lease term for a period of twelve months, cancelable by the Government after November 4th, 2011 on ninety days prior notice to the Lessor.

NOW THEREFORE, the parties for the consideration recited herein, covenant and agree that the Lease is amended effective on the above date as follows:

1. The term of this Lease Agreement is extended for a period of twelve (12) months, effective May 5, 2011 and will continue through May 4, 2012. The annual rental rate during this lease extension shall be (b) (4) per annum or (b) (4) per month in arrears.
2. The Government may terminate this Lease after November 4th, 2011 upon ninety (90) days written notice to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
3. The Lessor must be registered in the Central Contractor Registration System (CCR).

All other terms and conditions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: HPI Partners One LP

By: HPI One Corp.

Its: General Partner

(b) (6)

David G. Viner
President
(Title)

33 E 33rd St - NYC 10016
NY NY 10016
(Address)

ADMINISTRATION

Contracting Officer
(Official Title)

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
NO. 25

DATE

7/12/12

TO LEASE NO. GS-02B-22525

ADDRESS OF PREMISES: 107 Charles Lindbergh Boulevard, Garden City, New York 11530

THIS AGREEMENT, made and entered into this date by and between HPI Partners – One L.P., whose address is: 100 North Tryon Street, Suite 5500, Charlotte, NC 28202-4024 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the Government wishes to extend the lease term through July 31, 2012

NOW THEREFORE, the parties for the consideration recited herein, covenant and agree that the Lease is amended effective on the above date as follows:

1. The term of this Lease Agreement is extended effective May 5, 2012 and will continue through July 31, 2012. The annual rental rate during this lease extension shall be (b) (4) per annum or (b) (4) per month in arrears.

2. The Lessor must be registered in the Central Contractor Registration System (CCR).

All other terms and conditions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: HPI Partners One LP

By: HPI One Corp.

Its: General Partner

(b) (6)

(b) (6)

(Title)

IN P

(Address)

UN

ES ADMINISTRATION

BY

Contracting Officer
(Official Title)